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July 18, 2018

**Via ECFS**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, SW  
Washington, D.C. 20554

*Re: Paperkidd Productions & Publishing, Jarrell D. Curne v. Verizon Wireless, Proceeding  
No. 18-140, Bureau ID No. EB-18-MD-003*

Dear Ms. Dortch:

Pursuant to the June 21, 2018 Notice of Complaint in the above-captioned proceeding, attached please find Verizon Wireless's Answer to the Amended Formal Complaint, along with Verizon Wireless's supporting Legal Analysis, Exhibits, Information Designation, and Certification Regarding Settlement Discussions. Verizon Wireless also includes its Opposition to Claimants' Motion for Request of Evidence and Objections to Claimants' First Request for Interrogatories.

Verizon Wireless is submitting the public version of these materials through ECFS and submitting confidential versions in accordance with the June 21, 2018 Notice of Complaint.

Thank you for your assistance in this matter.

Respectfully submitted,

David Haga

**Attachments**

cc: Rosemary McEnery (rosemary.mcenery@fcc.gov)  
Michael Engel (michael.engel@fcc.gov)  
Jarrell D. Curne (DBFresh@Paperkidd.com)

**REDACTED FOR PUBLIC DISCLOSURE**

**REDACTED FOR PUBLIC INSPECTION**

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**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Enforcement Bureau  
Market Disputes Resolution Division  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554**

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**Paperkidd Productions & Publishing,**  
Jarrell D. Curne,

Complainants,

v.

**Verizon Wireless,**

Defendant.

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Proceeding No. 18-140  
Bureau ID No. EB-18-MD-003

**ANSWER OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

Pursuant to 47 C.F.R. § 1.724 and the Bureau’s June 21, 2018 Notice of Formal Complaint (“June 21 Notice”), Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) hereby answers the Amended Formal Complaint (“Amended Complaint” or “Am. Complaint”) filed by *pro se* Complainants.<sup>1</sup> For the reasons set forth below and in the attached Legal Analysis, the Amended Complaint should be dismissed or denied.

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<sup>1</sup> Complainants previously filed an informal complaint against Verizon Wireless with the Commission’s Consumer & Governmental Affairs Bureau on March 26, 2018 (“Informal Complaint”) and an initial formal complaint with the Enforcement Bureau’s Market Disputes Resolution on April 30, 2018 (the “Formal Complaint”). The Amended Complaint replaced and did not incorporate the initial Formal Complaint, which no longer is operative. However, in some instances, this Answer may refer to the initial Formal Complaint or its attachments solely for the purpose of clarifying allegations or claims made in the Amended Complaint that otherwise may not be clear.

**REDACTED FOR PUBLIC INSPECTION**

## PRELIMINARY STATEMENT

This proceeding is, in essence, a customer billing dispute. In March 2018, Complainant Jarrell D. Curne set up a Verizon Wireless account for his business, Complainant Paperkidd Productions & Publishing (“Paperkidd”).<sup>2</sup> Complainants allege that, since then, Verizon has overcharged Paperkidd for services and equipment. Paperkidd has yet to make any payment on the account.<sup>3</sup>

The Amended Complaint alleges that Verizon Wireless violated Sections 201(b), 202, 205, 206, 207, 215, 217, and 218 of the Communications Act by engaging in “unjust and unreasonable discrimination in the provision of phone service,” engaging in “unjust or unreasonable charges [and] practices,” and “continuous cramming.” Am. Complaint, ¶ 1. However, the Amended Complaint does not provide sufficient detail to explain – much less sustain – any claim for a violation of the cited statutes.

For example, the Amended Complaint does not spell out which particular acts or omissions allegedly constituted violations of which particular statutory provisions. Nor does the Amended Complaint specify what the allegedly unjust and unreasonable discrimination was or which Verizon charges and practices allegedly were “unjust or unreasonable.” Complainants appear to believe (mistakenly) that any allegedly inaccurate charge on a bill is “unjust and unreasonable” and constitutes unlawful “cramming.” But, even though the very crux of their claim is that Verizon Wireless overcharged Paperkidd, the Amended Complaint fails to identify which particular charges on Paperkidd’s bills allegedly were inaccurate or overstated. These

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<sup>2</sup> The account initially was established in Paperkidd’s former name, Curne Investments LLC. See response to ¶ 20, *infra*.

<sup>3</sup> See Exhibits 1-4.

pleading deficiencies alone would be sufficient grounds to dismiss the Amended Complaint. *See* Legal Analysis at 3-4, 5, 6-7.

While not clear from the Amended Complaint, Verizon Wireless nevertheless understands – based largely on previous communications with Complainants and the initial Formal Complaint – that Complainants believe Verizon Wireless overbilled Paperkidd in 3 ways:

- 1) by charging for [REDACTED], when Paperkidd says it wished to have only [REDACTED];<sup>4</sup>
- 2) by providing Paperkidd with an [REDACTED]  
[REDACTED];<sup>5</sup> and
- 3) by charging for [REDACTED]  
[REDACTED], but for which Complainants say Verizon Wireless later agreed to waive the charges.<sup>6</sup>

Verizon Wireless is not aware of any other alleged overbilling for which Complainants seek compensatory damages.<sup>7</sup>

<sup>4</sup> See Formal Complaint, ¶ 20 (alleging Verizon Wireless was “charging Complainant for [REDACTED]”), ¶ 33 (“the core concern here is the complainants [*sic*] inability to obtain [REDACTED] ...”). See also Am. Complaint, ¶ 34 (referring to charges for [REDACTED]).

<sup>5</sup> See Formal Complaint, ¶ 19 (referring to “[REDACTED]”).

<sup>6</sup> See Formal Complaint, ¶ 20 (claiming Verizon Wireless had said the “[redacted] would be waived”), ¶ 33 (“the core concern here is the complainants [*sic*] inability to obtain [redacted]”).

<sup>7</sup> The undated Declaration of Jarrell D. Curne that was attached to the initial Formal Complaint (bearing the page number “21” at the bottom) referred to these 3 issues as the alleged “extra charges unlawfully crammed on my account.” That Declaration seemingly was referenced in but not attached to the Amended Complaint now before the Bureau; it is referenced here as confirmation that these are the 3 issues in dispute. To the extent Complainants seek compensatory damages for any other alleged overcharges, that is not clear from the Amended Complaint and any such claims should be precluded from this proceeding. If, however, Complainants are permitted to identify and pursue claims for any additional alleged overcharges, Verizon Wireless reserves the right to address such allegations.

The total amount of the alleged overcharges was [REDACTED]. Indeed, as of the last bill Complainants had received before filing the Amended Complaint, the total amount billed for *all* services and equipment on the account was [REDACTED] – and that included charges for services that Paperkidd received and does not dispute. *See* Am. Complaint at 21 (attaching excerpts from the May 2018 invoice showing the total amount billed). Yet, the Amended Complaint requested \$101,500,000 in damages, \$5,000 per day in attorneys’ fees for the unrepresented *pro se* Complainants, and a “fine” for thousands of additional dollars. Am. Complaint, ¶¶ 9, 34.

Verizon Wireless maintains that either Paperkidd ordered each of the services and the equipment for which it was charged or, at worst, there simply was some confusion about what Mr. Curne was requesting or what was owed for the Paperkidd account over the course of many lengthy conversations and communications with Mr. Curne. But Verizon Wireless denies unlawfully “cramming” any charges on the Paperkidd bills or otherwise violating any provision of the Communications Act or Commission regulations (or any other law). The Communications Act never was intended to turn every billing dispute or every miscommunication or misunderstanding over services into a violation of federal law.

However, given the potential confusion and in an effort to streamline the issues in dispute before the Commission, Verizon Wireless has reviewed the Paperkidd account, made the requested changes to the services on the account, and – without admitting liability – issued credits to the account in an amount that more than covers the alleged overcharges. Specifically, Verizon Wireless has:

- 1) removed [REDACTED] from the account and provided a credit of [REDACTED] to cover all charges for that [REDACTED] through the date it was disconnected (in June 2018);<sup>8</sup>
- 2) switched the Paperkidd account to the requested [REDACTED] in May 2018 and provided a credit of [REDACTED] to cover [REDACTED];<sup>9</sup> and
- 3) issued credits for the amounts billed to date for [REDACTED], as well as a credit to [REDACTED].<sup>10</sup>

<sup>8</sup> See Exhibit 4 at 2 (July 14, 2018 invoice showing [REDACTED] credit placed on the account on June 22, 2018 for [REDACTED]).

<sup>9</sup> See Exhibit 4 at 2 (showing [REDACTED] credit placed on the account on June 22, 2018 for [REDACTED]). In fact, Verizon Wireless “over-credited” the account because it provided credits as if [REDACTED].

<sup>10</sup> As reflected on the July 14, 2018 invoice (Exhibit 4 at 2), Verizon Wireless issued credits of [REDACTED]. See

Exhibit 1 at 7

[REDACTED]; Exhibit 2 at 7

Exhibit 3 at 7

[REDACTED]. Verizon Wireless also provided a credit of [REDACTED]. See Exhibit 4 at 2. And Verizon Wireless provided a credit of [REDACTED] on the July 14 bill (Exhibit 4 at 2) to cover the [REDACTED] that appeared on the April 14, 2018 invoice (Exhibit 1 at 7), which included [REDACTED].

The initial Formal Complaint in this proceeding alleged that, during a phone conversation with a Verizon Wireless representative, “the iPhone, iPad, and watch fee were waived.” Formal Complaint, ¶ 19. However, [REDACTED]. See Exhibits 1-4.



With those account adjustments, Verizon Wireless believes that it has resolved in full all of the billing disputes that Complainants have raised and that could be addressed via compensatory damages as part of this formal complaint proceeding.<sup>11</sup> By doing so, Verizon Wireless has “ma[d]e reparation for the injury alleged to have been caused” and, pursuant to 47 U.S.C. § 208(a), “shall be relieved of liability to the complainant[s] ... for the particular violation of law thus complained of.” Verizon Wireless is not aware of any remaining, unresolved claims for compensatory damages for alleged overcharges or billing errors.

To the contrary, all that is left remaining in this case are insufficiently pleaded claims for non-compensatory monetary relief – *i.e.*, punitive and consequential damages, attorneys’ fees, and “fine[s]” – that the Bureau does not have the authority to award and that Complainants would not be entitled to in any event. *See* Legal Analysis at 6-10. Accordingly, because all of the claims that conceivably could be addressed or awarded by the Bureau have been resolved, there is nothing more for the Bureau to do and the Amended Complaint should be dismissed or denied with prejudice.

### **ANSWER**

Given that Verizon Wireless has made reparations for the compensatory damages sought by Complainants and the Bureau cannot award any of the additional requested relief, it is not clear that any further answer to the allegations in the Amended Complaint is necessary.

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<sup>11</sup> In addition to the credits described in footnotes 8-10, above, the July 14, 2018 invoice also reflects an additional [REDACTED] credit that Complainants did not request but that Verizon Wireless applied to cover [REDACTED]

[REDACTED]. *See* Exhibit 4 at 2.

Nevertheless, Verizon Wireless answers the numbered paragraphs in the Amended Complaint as follows:

1. Verizon Wireless denies the allegations contained in Paragraph 1 of the Amended Complaint. Verizon Wireless has not violated any of the cited statutory provisions, has not engaged in any unjust or unreasonable conduct or discrimination, and has not engaged in “continuous cramming” with respect to Complainants. Complainants raised a billing dispute, in which they alleged that Verizon Wireless overcharged Paperkidd for certain services and equipment. Without admitting liability, Verizon Wireless made reparations for the compensatory damages sought by Complainants that more than covered the alleged overbilling. No further action by the Bureau or Commission is necessary or warranted.

#### **ANSWER TO COMPLAINANTS’ SUMMARY**

2. Verizon Wireless admits that Complainants Paperkidd and Mr. Curne filed the Amended Complaint. Verizon Wireless denies that Mr. Curne is a proper party to this proceeding. Mr. Curne does not have an account in his name with Verizon Wireless. The allegations in the Amended Complaint concern the Paperkidd business account. Because Paperkidd is the holder of the relevant account, Paperkidd is the appropriate entity to pursue claims related to that account. Verizon Wireless lacks knowledge or information sufficient to form a belief as to the truth of the remaining averments regarding Complainants contained within Paragraph 2 of the Amended Complaint. Verizon Wireless denies that its “offerings of phone service violate[] the Communications Act’s prohibition against unjust and unreasonable discrimination.”

3. Verizon Wireless denies that the Amended Complaint sufficiently alleges any actionable harm upon which relief can be granted in this proceeding.

4. Verizon Wireless denies that it engaged in – or that the Amended Complaint sufficiently alleges – any unjust and unreasonable discrimination in the provision of phone service, any unjust and unreasonable charges, or any unjust and unreasonable practices.

5. Verizon Wireless denies that the Amended Complaint sufficiently alleges any liability on the part of Verizon Wireless. Verizon Wireless denies violating the Communications Act and denies that Complainants are entitled to the requested damages and attorneys’ fees. As set forth above, without admitting liability, Verizon Wireless already has made reparations for the alleged billing overcharges, thereby more than covering all potential compensatory damages (*see* 47 U.S.C. § 208(a)), and the Bureau lacks the authority to award punitive or consequential damages and attorneys’ fees (none of which would be warranted in any event).

6. Verizon Wireless denies that it continuously or unlawfully “crammed” charges on Paperkidd’s bills.

7. Verizon Wireless denies that it violated 47 U.S.C. §§ 201(b), 202, 205, 206, 207, 215, 217 or 218, denies that the Amended Complaint sufficiently pleads a violation of any of those statutory provisions or otherwise sets forth any claim upon which relief could be granted, and denies that any damages or injunctive relief are warranted or can be awarded in this proceeding.

8. Because Verizon Wireless has made reparations for the compensatory damages sought by Complainants, thereby “reliev[ing it] of liability to the complainant[s]” (47 U.S.C. § 208(a)), and the Bureau lacks the authority to award any of the additional requested relief, there is no need for any discovery in this proceeding. Complainants’ “motion for request of evidence” should be denied. *See* Opposition of Cellco Partnership d/b/a Verizon Wireless to Complainants’ Motion for Request of Evidence.

9. Paragraph 9 of the Amended Complaint refers to Verizon Wireless “not honoring a refund policy,” but does not explain what that policy was or how Verizon Wireless failed to honor it. Likewise, Paragraph 9 refers to “unjust and unreasonable charges” and “continuous cramming of charges” without specifying what those charges allegedly were. To the extent Complainants are referring to the 3 billing issues addressed in the “Preliminary Statement,” above, without admitting liability, Verizon Wireless provided credits to the Paperkidd account to cover those alleged overcharges.

Verizon Wireless denies engaging in the unspecified “retaliatory harassment” or “discrimination” referenced in Paragraph 9. But, in any event, such matters do not implicate the billing disputes raised by Complainants and remediated by Verizon and appear to be outside the scope of what the Bureau (or Commission) can address in a formal complaint proceeding.

Verizon Wireless further denies making an “unauthorized number change” (*see* response to Paragraph 22, below).

Furthermore, Verizon Wireless denies that Complainants are entitled to any of the requested damages. The Amended Complaint does not include a computation of damages as required by 47 C.F.R. § 1.722(h). Nor does the Amended Complaint contain any other basis or support for the excessive figures demanded. To the contrary, Complainants appear to have just requested a very large, round number. In any event, without admitting liability, Verizon Wireless has made reparations for the compensatory damages sought by Complainants and the Bureau cannot award punitive or consequential damages or attorneys’ fees. *See* Legal Analysis at 5-10. And, even if the Amended Complaint had stated a claim for a violation of the Communications Act (which it did not), Complainants are not entitled to recover any “fine” for such violations. *Id.* at 10. Those fines are payable only to the United States and imposed only

by the Bureau (or Commission) following its own investigation and finding of liability.

However, there is no need to initiate any such investigation, much less impose a fine on Verizon Wireless.

### **PARTIES**

10. Verizon Wireless denies that Mr. Curne is a proper party to this proceeding. Mr. Curne does not have a personal account or an account in his name with Verizon Wireless. The Amended Complaint only concerns Paperkidd's account with Verizon Wireless. Paperkidd therefore is the proper party to pursue any claims associated with that account. Otherwise, Verizon Wireless lacks knowledge or information sufficient to form a belief as to the truth of the remaining averments in Paragraph 10 of the Amended Complaint regarding Complainants.

11. Admitted.

12. Verizon Wireless is a Delaware corporation, with its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920. Among other things, Verizon Wireless provides wireless telecommunications services and, in certain respects, operates as a telecommunications carrier subject to regulation under the Communications Act.

13. Admitted, except that Mr. Haga's title is "Associate General Counsel".

### **JURISDICTION**

14. Verizon Wireless denies that the Amended Complaint sets forth a claim upon which relief could be granted under any of the cited statutory provisions. Verizon Wireless further denies that the Bureau (or Commission) has the authority to grant the relief requested by Complainants. As noted above, Verizon Wireless provides wireless telecommunications services and, in certain respects, operates as a telecommunications carrier subject to regulation under the Communications Act.

15. 47 U.S.C. § 403 speaks for itself. Verizon Wireless denies that this case presents any facts, circumstances, or potential violations that warrant further investigation by the Bureau or the Commission.

16. The cited statutory provisions and regulations speak for themselves.

### **REQUIRED CERTIFICATIONS**

17. Verizon Wireless admits that the parties have engaged in settlement discussions in writing and via phone following the filing of the initial Formal Complaint. The parties participated in a voluntary mediation session supervised by Bureau staff in an attempt to resolve this matter. Verizon Wireless objects to the extent that the averments in Paragraph 17 of the Amended Complaint attempt to convey the content of Verizon Wireless's confidential settlement communications, which are protected from disclosure. Verizon Wireless denies "cramming" the unidentified charges and otherwise denies the allegations contained in Paragraph 17.

Verizon Wireless is aware that, after filing the initial Formal Complaint in this proceeding and approximately contemporaneously with filing the Amended Complaint, Mr. Curne filed a complaint with the Missouri Attorney General's Office regarding Verizon Wireless and the manner in which the Commission has conducted this proceeding. *See* Exhibit 5 (June 15, 2018 letter from M. Johnson, Office of the Attorney General of Missouri to Verizon Wireless regarding complaint submitted by Mr. Curne).

18. Verizon Wireless lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 18 of the Amended Complaint.

## **ANSWER TO ALLEGED FACTS**

### **I. Introduction**

19. Verizon Wireless lacks knowledge or information sufficient to form a belief as to the truth of Paragraph 19's averments regarding Complainants' needs and requirements. Verizon Wireless otherwise denies the allegations as stated in Paragraph 19. Please see the responses to Paragraphs 20 and 22, below. As explained above, Verizon Wireless has remediated all known issues with respect to Paperkidd's billing. It is unclear whether Paragraph 19 is attempting to raise any additional issues, but the Bureau cannot award relief for "extreme emotional distress," "pain ... and suffering," "trauma," or "inconvenience." Indeed, the standard customer account agreement expressly precludes "[REDACTED] [REDACTED]." Exhibit 7, § 23 (emphasis in original).

### **II. Complainants**

20. Verizon Wireless admits that, in the past, Mr. Curne had a consumer account with Verizon Wireless. He does not currently have an active account in his name with Verizon Wireless.

Verizon Wireless denies disconnecting devices repeatedly and "at random" or "mishandling" business information. Verizon Wireless otherwise denies the allegations as stated in Paragraph 20. After a business account – like Paperkidd's – is established, there are a series of routine steps that take place to validate proper ownership and documentation associated with the account. *See* Exhibit 6 (April 25, 2018 letter from Verizon Wireless responding to Informal Complaint). That process is designed, among other things, to prevent accounts from being opened fraudulently. That process was followed after the Paperkidd account was established in March 2018, and a potential issue was flagged with respect to the account ownership. The

account initially was set up in the business's former name – Curne Investments LLC – and failed to reflect that the entity had changed its name to Paperkidd.<sup>12</sup> Verizon Wireless initially could not verify proper ownership using the available tax identification information and the account temporarily was suspended pending receipt (or re-receipt) of documentation necessary to resolve the issue. *See* Exhibit 6.

Paperkidd provided the necessary documentation, the account was reactivated, and – as the invoices reflect – Paperkidd has been using the services provided on the account. *Id.*; *see also* Exhibit 1 at 10-15 (April 14, 2018 invoice showing voice usage on the account). Due to any inconvenience, Verizon Wireless credited the Paperkidd account not only for the days the account was suspended pending resolution of the issue, but for *all* days between the time the account was established (March 15, 2018) and when service resumed (March 26, 2018) – including those days it was in service and being used. *See* Exhibit 1 at 2 (April 14, 2018 bill reflecting “Account Monthly Charges” only from March 26, 2018 forward).

When this issue occurred and prior to its resolution, Mr. Curne visited a Verizon Wireless retail store, became agitated, and used profane – and what employees believed to be threatening – language. *See* Exhibit 6. As a result, Verizon Wireless subsequently notified Mr. Curne that he was prohibited from returning to that store location. *Id.* Verizon Wireless denies engaging in

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<sup>12</sup> The Amended Complaint attached the first page of the initial invoice that Verizon Wireless sent for this account to “Curne Investments LLC.” (Complainants did not designate that excerpt as an exhibit, but it is page 20 of the Amended Complaint filing.) The invoice to Curne Investments LLC was sent on the -00001 account level (the “-00001” designation after the account number on the invoice). As discussed below, when this issue was resolved and the account was reactivated, Verizon Wireless billed the account in Paperkidd’s name at the “-00002” level. *See, e.g.*, Exhibit 1. Verizon Wireless provided credits to the “-00001” account level to wipe out that balance, such that the only charges to Paperkidd were on the “-00002” account level from March 26, 2018 forward. *See id.*



the unspecified “retaliatory harassment” or “discrimination” referenced in Paragraph 20. But, in any event, such matters do not implicate the billing disputes raised by Complainants and remediated by Verizon and appear to be outside the scope of what the Bureau (or Commission) can address in this formal complaint proceeding.

### **III. Answer to Alleged Evidence of Verizon Cramming**

21. Verizon Wireless objects to the extent that Paragraph 21 of the Amended Complaint attempts to convey the content of a confidential Verizon Wireless settlement communication, which is protected from disclosure. Verizon Wireless otherwise denies the allegations contained in Paragraph 21 and denies that any further investigation by the Bureau (or Commission) is warranted or necessary.

### **IV. Answer to Alleged Evidence of Discrimination**

22. Paragraph 22 of the Amended Complaint appears to reference the account verification issue addressed in response to Paragraph 20, above. As indicated above, the Paperkidd account temporarily was suspended pending receipt of certain documentation. Verizon Wireless denies ever “terminat[ing] Complainants [*sic*] contract.” Paperkidd’s account remains active today, and Verizon Wireless has no record of terminating the customer agreement Mr. Curne signed in March 2018. *See* Exhibit 7.

As Paragraph 22 of the Amended Complaint acknowledges, when service was restored following verification of the documentation, Verizon Wireless explained to Mr. Curne via phone that its systems would not allow reactivation of the same telephone number for the [REDACTED] [REDACTED] that had been ordered on the account. (The other, [REDACTED] on the account retained their same telephone numbers.) Paragraph 22 of the Amended Complaint also acknowledges that Verizon Wireless informed Mr. Curne on the same call that it was moving the

services and billing on the account to a sub-level (the “-00002” designation following the account number on the invoices) within the same account from that date (March 26, 2018) forward. The account remained active and utilizing the sub-level within the same account did not in itself change the services or rates on the account, but it did allow Verizon Wireless to send the bills in Paperkidd’s name and to avoid charging Paperkidd for any amounts prior to that date, so that Paperkidd only would be charged from that day forward. *See* Response to ¶ 20, *supra*; Exhibit 1 at 2 (April 14, 2018 bill reflecting “Account Monthly Charges” only from March 26 forward).<sup>13</sup> Because the Amended Complaint concedes that these matters were discussed with Mr. Curne and he was fully aware and informed of what Verizon Wireless was doing and why, Verizon Wireless denies that there were any unauthorized changes to the account or a phone number.<sup>14</sup>

23. Please see the response to Paragraph 22, above. Verizon Wireless denies that the Paperkidd account “was terminated.” The account temporarily was suspended (*see* response to ¶ 20, *supra*), but remains active today.

Verizon Wireless denies that it ever charged Paperkidd starting on March 14, 2018. The initial bill on the account that was sent in Paperkidd’s former name (see above) was dated March 14, 2018 – but the charges on the account expressly were from March 15, 2018 forward. *See, e.g.,* Exhibit 8 at 4-9 (March 14, 2018 invoice on -00001 account level reflecting “Monthly

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<sup>13</sup> Verizon Wireless provided credits to eliminate the balance on the initial “-00001” account level. *See* FN 12, *supra*.

<sup>14</sup> Paragraph 22 also alleges (without further explanation or supporting evidence) that Verizon Wireless “refused to send Complainant physical device, or sim card ... stating that Complainant would be charged for it but would not be given access to it.” Verizon Wireless does not understand this allegation. But Verizon Wireless understands that Paperkidd no longer wishes to receive a SIM card for any device and, therefore, considers this issue resolved.

Charges” from “03/15 – 04/14”). In any event, Verizon Wireless provided credits to the account such that Paperkidd has not been charged for any services before March 26, 2018. *See* FN 12, *supra*; Exhibit 1 at 2 (April 14, 2018 bill reflecting “Account Monthly Charges” only from March 26 forward).

Verizon Wireless denies breaching the customer agreement for the Paperkidd account. To the extent Complainants seek to assert a breach of contract claim, the Bureau does not have the authority to address such a claim in this complaint proceeding.

Verizon Wireless further denies that any allegations regarding the particularities of the “vulgar” language used by Mr. Curne are relevant to the disposition of this proceeding. In that regard, to the extent Paragraph 30 is referring the Mr. Curne’s conduct in a Verizon Wireless retail store (*see* response to Paragraph 20, *supra*), Verizon Wireless notified Mr. Curne that he was prohibited from returning to that store location but otherwise has not taken any account or billing actions or asserted any claim or defense in this proceeding based on that conduct. The Paperkidd account temporarily was suspended pending verification of documentation, as referenced in the response to Paragraph 20 (above), not because of language Mr. Curne used.

## **ANSWER TO COMPLAINANTS’ LEGAL ANALYSIS**

### **I. No Unjust or Unreasonable Discrimination or Practices**

24. Paragraph 24 of the Amended Complaint appears to quote a portion of 47 U.S.C. § 151. That statutory provision speaks for itself.

25. Paragraph 25 of the Amended Complaint appears to quote a portion of 47 U.S.C. § 202. That statutory provision speaks for itself.

26. Paragraph 26 of the Amended Complaint appears to quote a portion of 47 U.S.C. § 201(b). That statutory provision speaks for itself. Paragraph 26 also appears to reference a

Commission decision, but does not provide a citation. In any event, the Commission's decisions speak for themselves.

## **II. Obligations to Deal Honestly with the Commission**

27. Paragraph 27 of the Amended Complaint cites to a federal statute and various regulations, all of which speak for themselves.

## **III. Communications Services Legal Treatment**

28. Verizon Wireless does not understand – and therefore can neither admit nor deny – the allegation in Paragraph 28 of the Amended Complaint, including what the undefined “services, charges, [and] practices” are. But, in any event, 47 U.S.C. § 202 speaks for itself.

## **IV. Standard for Determining Discrimination under Section 202**

29. 47 U.S.C. § 202 speaks for itself. Verizon Wireless denies that the Amended Complaint sets forth a claim for a violation of § 202. Verizon Wireless denies that Complainants can recover or the Bureau can award indirect or consequential damages for items like “loss of business” or “time consumption.” *See* Legal Analysis at 8. Indeed, the account agreement that Mr. Curne signed expressly precludes “[REDACTED]” Exhibit 7, § 23 (emphasis in original).

Paragraph 29 refers to an attachment that does not appear to have been attached to the Amended Complaint.

30. Verizon Wireless denies the allegations of Paragraph 30 of the Amended Complaint, as written. Any previous claims brought against Verizon Wireless are irrelevant to the disposition of this proceeding. To the extent Paragraph 30 is referring to Mr. Curne's conduct in a Verizon Wireless retail store (*see* response to Paragraph 20, *supra*), Verizon Wireless notified Mr. Curne that he was prohibited from returning to that store location but

otherwise has not taken any account or billing actions or asserted any claim or defense in this proceeding based on that conduct. Verizon Wireless does not understand the reference to “unlawful termination,” as the Paperkidd account has not been terminated and remains active today. *See Responses to ¶¶ 20, 23, supra.*

## **VI. Answer to Request for an Investigation<sup>15</sup>**

31. 47 U.S.C. § 403 speaks for itself. Verizon Wireless denies that this case presents any facts, circumstances, or potential violations that warrant further investigation by the Bureau or the Commission.

### **ANSWER TO COMPLAINANTS’ REQUESTED RELIEF**

32. Verizon Wireless denies that it violated any of the statutes referenced in Paragraph 32 of the Amended Complaint and denies that Complainants are entitled to the requested relief.

33. Verizon Wireless denies that Complainants have complied with 47 C.F.R. § 1.722 as the Amended Complaint does not contain a “computation of each and every category of damages for which recovery is sought” nor does it identify the evidence to determine the amount of such damages.

34. Paragraph 34 of the Amended Complaint appears to be referring to an April 25, 2018 letter from Verizon Wireless (attached hereto as Exhibit 6), which speaks for itself. Verizon Wireless denies that “inconvenience is considered discrimination” within this context or the meaning of 47 U.S.C. § 202. Verizon Wireless denies “continuous cramming” and, as discussed in the “Preliminary Statement” above, has issued credits to the Paperkidd account

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<sup>15</sup> The numbering of the headers in this Answer corresponds to that in the Amended Complaint, which skips from “IV” to “VI.”

relating to the fifth line of service referenced in Paragraph 34. Verizon Wireless denies that Complainant attached a declaration to the Amended Complaint. Verizon Wireless denies that “Complainants [*sic*] number was changed without authorization” or that the “initial account was terminated without notice unlawfully.” *See* Response to ¶ 22, *supra*. Verizon Wireless otherwise denies the remaining allegations contained in Paragraph 34 and denies that Complainants are entitled to the requested relief. Among other things, the Bureau lacks the authority to award attorneys’ fees or punitive damages, which also are precluded by the account agreement. *See* Legal Analysis at 6-10.

### **ANSWER TO COMPLAINANTS’ CONCLUSION**

35. Verizon Wireless denies the allegations contained in Paragraph 35 of the Amended Complaint. For the reasons set forth above and in the attached Legal Analysis, Verizon Wireless denies that Complainants have stated a viable claim or that they are entitled to any damages. Given that the underlying billing issues have been resolved and that Verizon Wireless has provided credits to Paperkidd for the amounts set forth above, all that remains are claims for non-compensatory monetary relief that Complainants are not entitled to and/or that the Bureau cannot award. Because the Bureau cannot provide Claimants with any further relief, it should dismiss or deny the Complaint with prejudice.

### **AFFIRMATIVE DEFENSES**

**First Affirmative Defense.** The Bureau should dismiss or deny the Amended Complaint because, without admitting liability, Verizon Wireless has “ma[d]e reparation for the injury alleged to have been caused” and therefore “shall be relieved of liability to the complainant[s] ... for the particular violation of law thus complained of.” 47 U.S.C. § 208(a).

**Second Affirmative Defense.** As further explained in the attached Legal Analysis, the Bureau should dismiss or deny the Amended Complaint for failure to state a claim upon which relief can be granted. *See* 47 C.F.R. § 1.728.

**Third Affirmative Defense.** As further explained in the attached Legal Analysis, the Bureau should deny or dismiss the Amended Complaint because it does not contain allegations that constitute violations of any statute or Commission rule. *See* 47 C.F.R. § 1.728.

**Fourth Affirmative Defense.** The Amended Complaint did not include a computation of damages as required by 47 C.F.R. § 1.722(h).

**Fifth Affirmative Defense.** As further explained in the attached Legal Analysis, the Bureau should deny or dismiss the Amended Complaint because any remaining claims for relief are prohibited by law and/or by contract.

**Sixth Affirmative Defense.** As further explained in the attached Legal Analysis, the Bureau should deny the claims in the Amended Complaint that seek relief or damages that are not recoverable at the Commission.

**PRAYER FOR RELIEF**

**WHEREFORE**, Verizon Wireless requests that the Complaint be dismissed or denied with prejudice.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Haga', with a stylized flourish at the end.

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d/b/a Verizon Wireless*

July 18, 2018



	)	
<b>Paperkidd Productions &amp; Publishing,</b>	)	
Jarrell D. Curne,	)	
	)	
Complainants,	)	
	)	Proceeding No. 18-140
v.	)	Bureau ID No. EB-18-MD-003
	)	
<b>Verizon Wireless,</b>	)	
	)	
Defendant.	)	
	)	

Pursuant to 47 C.F.R. § 1.724(c) and the Bureau’s June 21, 2018 Notice of Formal Complaint (“June 21 Notice”), Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) hereby submits this Legal Analysis in connection with its Answer to the Amended Formal Complaint (“Amended Complaint” or “Am. Complaint”) filed by Complainants Jarrell D. Curne and Paperkidd Productions & Publishing (“Paperkidd”).<sup>1</sup> For the reasons set forth in the Answer and below, the Bureau should dismiss or deny the Amended Complaint with prejudice.

On March 15, 2018, Complainant Jarrell D. Curne opened a business account with Verizon Wireless for his production and publishing business. *See* Exhibit 7 (March 15, 2018

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account agreement signed by Mr. Curne). The account initially was opened in the business's former name (Curne Investments LLC), rather than the name it had adopted since at least 2015 (Paperkidd). *Id.*; *see also* Am. Complaint at 20 (attaching initial account invoice directed to Curne Investments LLC).<sup>2</sup>

After a business account is established, Verizon Wireless undertakes a series of routine steps to validate proper ownership and documentation associated with the account. *See* Exhibit 6. That process is designed, in part, to identify and prevent fraudulently opened business accounts. In this case, that back office process flagged a potential issue with respect to the account ownership, given that the account had been set up in the business's former – and not its current – name. Verizon Wireless initially could not verify proper ownership using the available tax identification information and the account temporarily was suspended – but not terminated – on two occasions (for a portion of the day on March 20, 2018 and from March 23-26, 2018) pending receipt (or re-receipt) of documentation to resolve the issue. *Id.* Paperkidd provided the necessary documentation and the account was reactivated on March 26, 2018. *Id.* As the usage on the invoices reflects, Paperkidd has been using the account since. *See* Exhibits 1-4.

When Verizon Wireless reactivated the account on March 26, 2018, it did two things of note. First, it moved the services and billing to a sub-level under the same account – the “-00002” designation following the account number on the invoice (*see, e.g.*, Exhibit 1) – so that it could put the account and bills in Paperkidd's name and so that it could only bill Paperkidd from that day forward (and not for the earlier periods). *See* Answer, ¶¶ 20, 22. Second, it placed credits on the initial -00001 account level to wipe out all charges before the account was

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<sup>2</sup> The initial Formal Complaint also attached (at 24) certified amended articles of incorporation confirming the name change as of at least April 14, 2015.

reactivated on March 26. *Id.* With these steps, Verizon Wireless was able to fix the name change issue and credit the account not only for the days out of service while the issue was being resolved, but for all days between when the account was initiated on March 15 and March 26 – including those days that the account was in service and being used. *Id.*; *see also* Exhibit 1 at 2 (April 14, 2018 bill sent in Paperkidd’s name and reflecting “Account Monthly Charges” only from March 26 forward).

As the Amended Complaint acknowledges, Verizon Wireless informed Mr. Curne of what it was doing at the time. *See* Am. Complaint, ¶ 22. As Verizon Wireless advised Mr. Curne, when reactivating the account, it was unable to preserve the same phone numbers for certain [REDACTED] that Paperkidd had ordered, although the numbers for [REDACTED] [REDACTED] remained the same. *See id.*; Answer, ¶ 22.

The Amended Complaint alleges that, following March 26, Verizon Wireless has “crammed” unreasonable and unjust charges onto the Paperkidd account, failed to honor “refund policy,” and engaged in unjust and unreasonable practices and discrimination towards Complainants. Am. Complaint, ¶ 9. Complainants “seek damages totaling \$101,500,000,” as well as “pro se attorney fees in the amount of \$5,000 a day” and “\$6,000 fine for each violation ... plus \$300 a day ... minus any taxes owed to the IRS.” As of the date the Amended Complaint was filed, the last bill Paperkidd had received (and attached to the Amended Complaint) showed a grand total for all charges of [REDACTED]. *See* Am. Complaint at 21 (first page of May 2018 invoice to Paperkidd). *See also* Exhibit 2 (May 2018 invoice in full).

## **II. ARGUMENT.**

The Amended Complaint is not sufficiently pleaded. It fails to adhere to certain, specific procedural requirements like including an information designation (47 CFR § 1.721(a)(10)) and

a computation of damages (47 CFR § 1.722(h)). But, more fundamentally, the Amended Complaint simply does not plead all matters concerning Complainants' claims and requested damages "fully and with specificity" (47 CFR § 1.720(a)), nor does it "contain facts which, if true, are sufficient to constitute a violation of the Act or Commission order or regulation." 47 CFR § 1.721(b). It is not possible to tell from the Amended Complaint exactly what Complainants allege happened and how that constituted a violation of any specific statute or regulation. Those would be sufficient grounds to dismiss or deny the Amended Complaint. *See* 47 C.F.R. § 1.728. However, the underlying billing issues animating the Amended Complaint now have been resolved – and the only remaining claims are for non-compensatory relief (such as punitive damages and attorneys' fees) that the Bureau cannot award and that cannot be cured with greater specificity in pleading.

While not immediately clear from the Amended Complaint, Verizon Wireless understands from the initial complaint, its own review of the Paperkidd account, and communications with Complainants that Complainants' claims have two components. *First*, Complainants assert that Verizon Wireless unlawfully overcharged Paperkidd for certain services and equipment. *Second*, Complainants contend that Verizon Wireless took other actions that did not result in overcharges to Paperkidd, but that were wrongful and – when combined with the alleged overbilling – should entitle Complainants to a non-compensatory monetary award well above and beyond what would make Paperkidd whole for any alleged overbilling (plus attorneys' fees).

In both regards, Complainants' claims must be dismissed or denied. Verizon Wireless has made full reparations for the first category of claims and Complainants are not entitled to – and the Bureau cannot award – non-compensatory damages above and beyond what Verizon

Wireless already has credited to Paperkidd's account. In short, the Bureau cannot award Complainants any further relief.

**A. Complainants' Claims for Billing Overcharges Must Be Dismissed or Denied.**

With respect to the first component of Complainants' claims, the Amended Complaint alleges that Verizon Wireless billed for Paperkidd for "unjust and unreasonable charges" and engaged in "continuous cramming." Am. Complaint, ¶ 1. Verizon Wireless understands those two allegations to be saying the same thing – *i.e.*, that Verizon Wireless placed allegedly fraudulent or unauthorized charges on Paperkidd's bills.<sup>3</sup> However, other than a passing reference to a "waived [REDACTED]" (Am. Complaint, ¶ 22), "changing account plan" (*id.*), and "being charged for [REDACTED]" (*id.* at ¶ 34), the Amended Complaint never specifies what the alleged overcharges were or why they were fraudulent or otherwise unlawful. As noted above, these claims are not sufficiently pleaded. *See* 47 CFR § 1.720(a); 47 CFR § 1.721(b).

Nevertheless, Verizon Wireless understands from the initial complaint and communications with Complainants that Complainants believe Paperkidd was overcharged in 3 ways: (1) via monthly charges for [REDACTED] that Paperkidd says it does not want; (2) through monthly charges for [REDACTED] Paperkidd says it wanted; and (3) by charging for [REDACTED], but for which Complainants assert Verizon Wireless agreed to waive the charges. *See* Answer at 3-4. These are the same 3 issues that Complainants referenced in a Declaration that was attached to the

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<sup>3</sup> Likewise, Verizon Wireless assumes that the Amended Complaint's allusions to Verizon Wireless "not honoring refund policy" refer to not correcting what Complainants believe to be overcharges on the account. Am. Complaint, ¶ 9.

initial Formal Complaint and seemingly referenced – but not attached to – the Amended Complaint. *See* Am. Complaint, ¶ 34; Formal Complaint at 21 (attaching undated Declaration of Jarrell D. Curne). Over the course of this proceeding and its communications with Complainants, Verizon Wireless has not been made aware of any other alleged overcharges. *See* Answer at 3.

Without admitting liability, Verizon Wireless has made the requested changes to the account and elected to make reparations for these claims by placing credits on Paperkidd’s account that (more than) cover all of the alleged overcharges associated with these 3 issues. *See* Answer at 4-6. Those credits are reflected on the most recent bill. *See* Exhibit 4 (July 14, 2018 invoice). By so “mak[ing] reparation for the injury alleged to have been caused, [Verizon Wireless] shall be relieved of liability to the complainant[s] ... for the particular violation of law thus complained of.” 47 U.S.C. § 208(a). This first component of Complainants’ claims (for compensatory damages resulting from overcharges) therefore has been resolved, and the Bureau should dismiss or deny those claims accordingly.

**B. Complainants’ Claims for Additional, Non-Compensatory Damages Must Be Dismissed or Denied.**

With respect to the second component of their claims, Complainants essentially contend that fixing the alleged overcharges and making them whole for those amounts is not sufficient. Complainants demand additional monetary compensation – apparently both as something extra on top of credits for the alleged overcharges and for allegedly wrongful acts that did not result in any overcharges at all. *See* Am. Complaint, ¶ 9 (requesting damages).

But the Amended Complaint does not set forth any violation of law on which additional relief could be granted. For example, the Amended Complaint vaguely refers to things such as

an “unlawful termination” (even though the account was never terminated<sup>4</sup>), an “unauthorized” number change (even though Verizon Wireless explained exactly what was happening with those numbers), and unspecified “mishandl[ing] of business information.” Am. Complaint, ¶¶ 19, 22. But the Amended Complaint does not sufficiently spell out those allegations or attempt to describe how they would amount to a violation of any particular statute or Commission rule.

Likewise, although the Amended Complaint repeatedly alleges “discrimination” in an apparent reference to 47 U.S.C. § 202(a), it does not explain how Paperkidd was charged or treated any differently than any other similarly situated business customer with the same number of lines of service or same monthly service plan. *See National Communications Ass’n Inc. v. AT&T Corp.*, 238 F.3d 124, 127 (2d Cir. 2001) (“a § 202(a) claim consists of three elements: (1) whether the services are ‘like’; (2) if so, whether the services were provided under different terms or conditions; and (3) whether any such difference was reasonable”). Indeed, Complainants’ claim is *not* that Paperkidd was charged more [REDACTED] [REDACTED] than another customer; rather, Complainants’ claim is that Paperkidd mistakenly was put on the wrong plan with the wrong number of lines. But that does not amount to a violation of § 202(a).<sup>5</sup>

Complainants therefore have not satisfied their burden of proof to establish a violation of the Act or the Commission’s rules. *See America’s Choice Communications, Inc. v. LCI Int’l*

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<sup>4</sup> *See* Answer, ¶¶ 20, 23, 30.

<sup>5</sup> To the extent Complainants seek relief regarding such claims as “being banned from retail location unjustly” (Am. Complaint, ¶ 22) or discrimination or “retaliatory harassment” (*id.* ¶ 9) within the meaning of federal civil rights laws, the Amended Complaint neither supports those allegations nor explains how the Bureau would have the authority to address them in a formal complaint proceeding. (It does not.)

*Telecom Corp.*, Memorandum Opinion and Order, 11 FCC Rcd 22494, ¶ 8 (Com. Car. Bur. 1996) (complainant “has the burden of proof in establishing a violation of the Act in a formal complaint pursuant to Section 208 of the Act”). *See also* 47 CFR § 1.720(a); 47 CFR § 1.721(b).

Moreover, even if the Amended Complaint had stated a separate violation of the Act for which liability was not relieved by the reparations Verizon Wireless made under 47 U.S.C. § 208(a), Complainants would not be entitled to any of the remaining requested relief in any event. Complainants are seeking non-compensatory damages for alleged acts – such as an “unauthorized number change” – that did not result in overcharges and/or for amounts that exceed any of the alleged overcharges (that Verizon Wireless already has remediated). *See* Am. Complaint, ¶ 9 (requesting \$100 million for various acts, plus \$1.5 million for “cramming” and “unauthorized number change”).

In this respect, Complainants are seeking recovery for what generously might be characterized as indirect or consequential damages for “inconvenience” (*id.* at ¶ 19), “time consumption” (*id.* at ¶ 29), and “loss of business” (*id.*) – as well as “emotional distress” and “pain and suffering.” *Id.* at ¶ 19. But Complainants have not adequately supported those claims and the Bureau could not award such damages anyway. Indeed, the standard account agreement that Mr. Curne signed precludes either party from recovering “[REDACTED]” Exhibit 7, § 23 (emphasis in original).

In reality, the damage award sought by Complainants is so disproportionately larger than any of the alleged overcharges or even the total amount billed on the account that it must be considered a request for punitive damages. And not only does the account agreement preclude



punitive damages (Exhibit 7, § 23), but the facts here do not warrant them<sup>6</sup> and neither the Bureau nor the Commission has the authority to award them in a formal complaint proceeding. As the Common Carrier Bureau previously recognized in a complaint proceeding, “[w]e lack authority ... under the congressional mandate accorded by our governing statute to award the punitive damages and legal expenses sought by [complainant].” *Just Aaron v. GTE California, Inc.*, Memorandum Opinion and Order, 10 FCC Rcd 11519, ¶ 9 (Comm. Car. Bur. 1995). *See also Nat’l Communs. Ass’n v. AT&T*, 1998 U.S. Dist. LEXIS 3198, \*110-11 (S.D.N.Y. 1998) (holding that punitive damages are not recoverable under 47 U.S.C. § 206).<sup>7</sup>

Because the Amended Complaint does not set forth a claim on which additional relief could be granted and the Bureau cannot award the requested relief in any event, the Bureau should dismiss or deny any remaining claims not already covered by the reparations Verizon Wireless made for the alleged overcharges.

**C. Complainants Cannot Recover Attorneys’ Fees or a “Fine.”**

Complainants’ request for attorneys’ fees and an additional “fine” (Am. Complaint, ¶¶ 9, 34) must be denied.

The Commission and the Bureau consistently have determined that attorneys’ fees are not available to complainants in formal complaint proceedings before the Commission or its

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<sup>6</sup> The record does not reflect any violation of law, much less any malicious, wanton or reckless motive or intent on Verizon Wireless’s behalf that could justify a punitive damages award. This is a billing dispute, in which Verizon Wireless already has provided its customer with credits to (more than) cover all of the alleged charges. No further damages are necessary or warranted.

<sup>7</sup> While the Commission from time to time has discussed the rationale for awarding punitive damages or declined to rule one way or the other on whether it has the authority to do so, Verizon Wireless is not aware of a single instance in which the Commission or the Bureau has awarded punitive damages in a formal complaint case.

Bureaus. *Station Holdings, Inc. v. Mills Fleet Farm, Inc.*, Order, 18 FCC Rcd 12787, ¶ 13 (1997) (in a formal complaint proceeding, neither the Communications Act nor the Commission’s rules authorize attorneys’ fees); *Implementation of the Telecommunications Act of 1996: Amendment of Rules Governing Procedures to Be Followed When Formal Complaints are Filed Against Common Carriers*, Report and Order, 12 FCC Rcd 22497, ¶ 130 (1997) (the Commission has no authority to award costs, including attorneys’ fees, in the context of a formal complaint proceeding). Indeed, the FAQ section of the Commission’s website regarding consumer complaints specifically states that, in formal complaint proceedings, “No attorneys fees may be awarded.” Available at [https://consumercomplaints.fcc.gov/hc/en-us/articles/205082880-Filing-a-Complaint-Questions-and-Answers#question\\_15](https://consumercomplaints.fcc.gov/hc/en-us/articles/205082880-Filing-a-Complaint-Questions-and-Answers#question_15) (last visited July 17, 2017). As such, the Bureau does not have the authority to award attorneys’ fees in this proceeding. And, even if it did, the requested attorneys’ fees are neither reasonable nor warranted.

Likewise, the Bureau must reject Complainants’ request for a “\$6,000 fine for each violation awarded to the UNITED STATES OF AMERICA, plus \$300 a day from March 14, 2018 until the date [an] award is granted minus any taxes owed to the IRS.” Am. Complaint, ¶ 34. Any such fine would be the result of an investigation by the Bureau (or the Commission) and would not be payable to Complainants. However, there has been no statutory violation and no grounds upon which the Bureau (or the full Commission) should initiate an investigation, much less impose a fine on Verizon Wireless.

## CONCLUSION

For the reasons set forth above and in the Answer, Verizon respectfully requests that the Bureau dismiss or deny the Complaint with prejudice.

Respectfully submitted,

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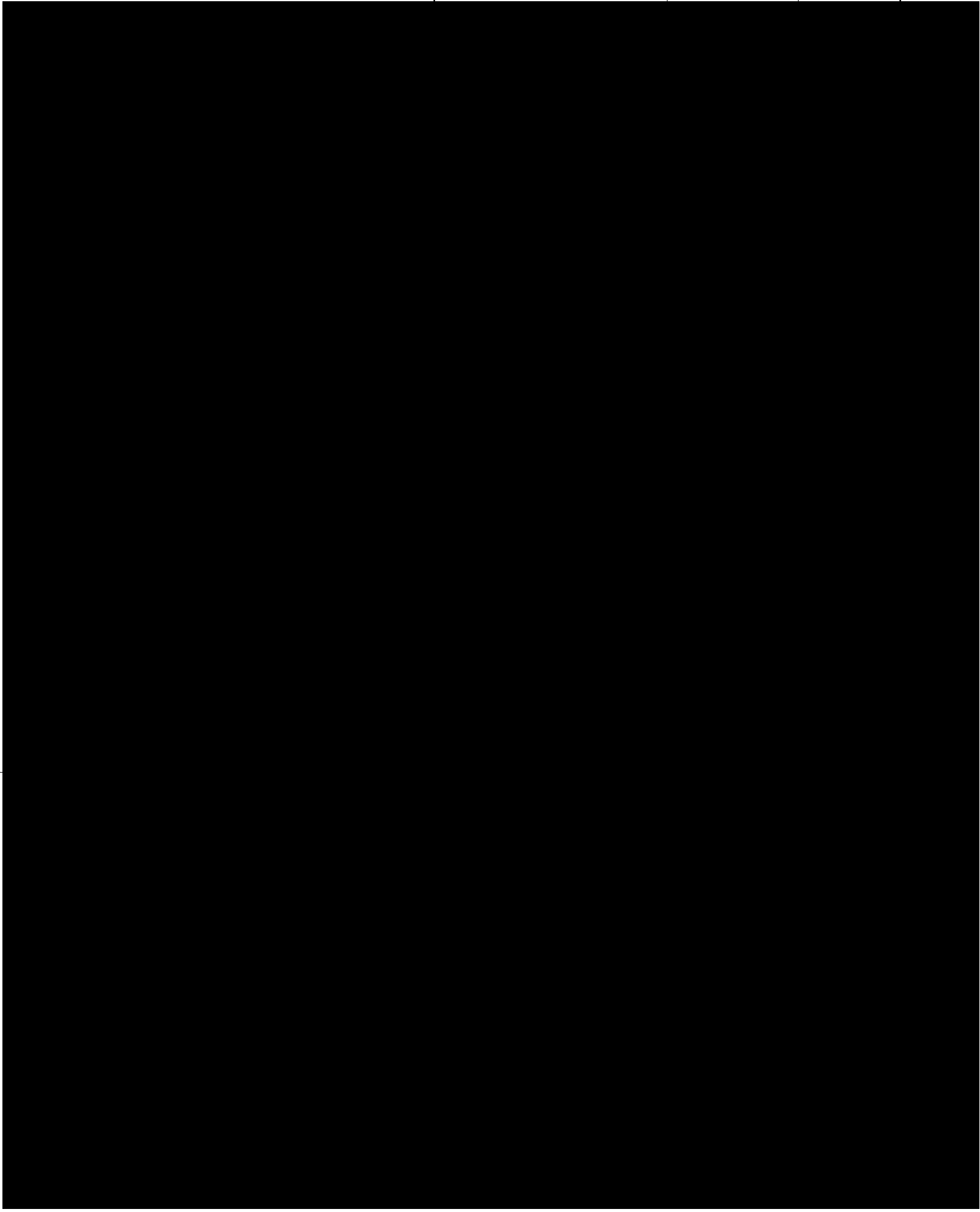
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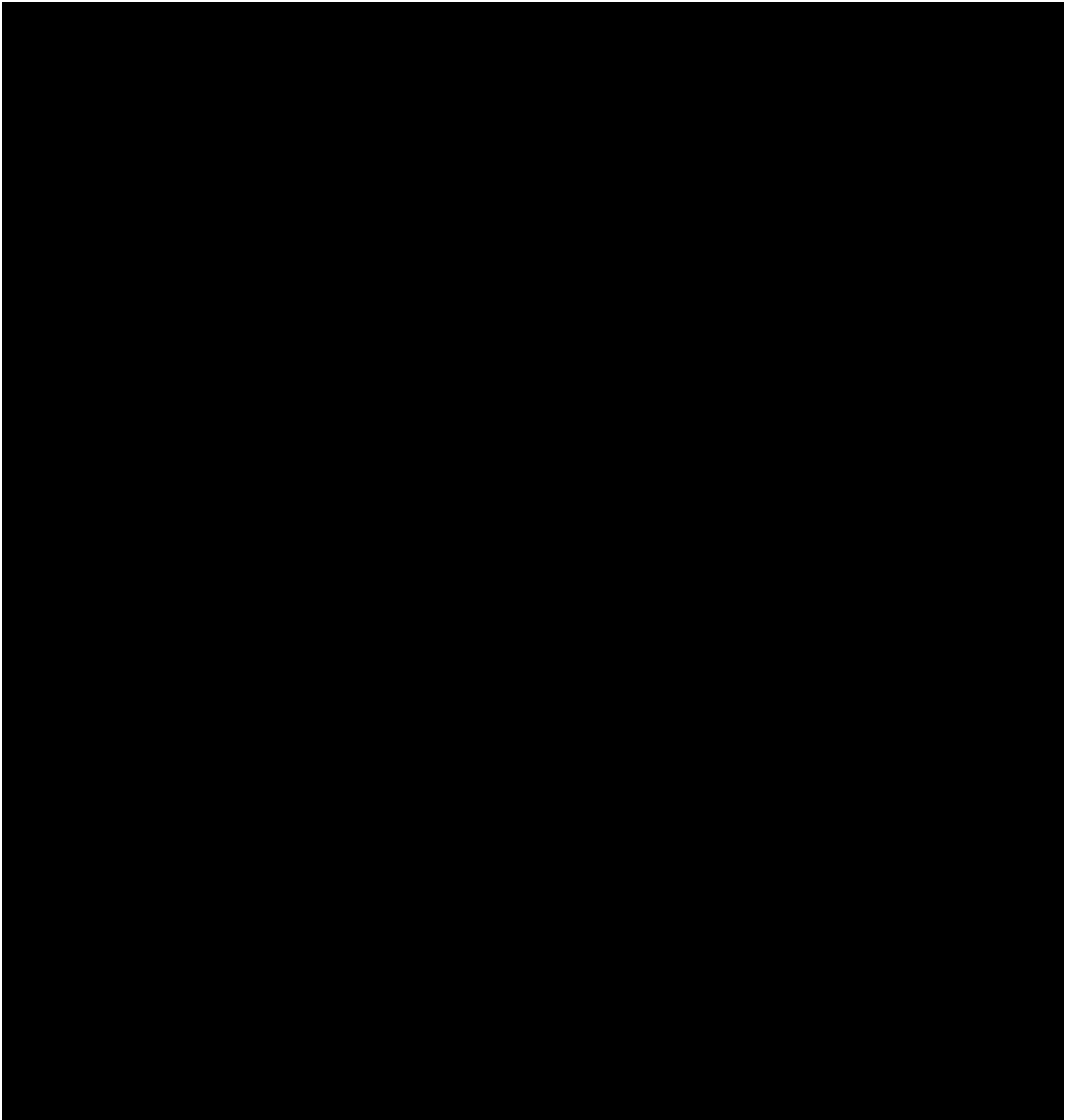
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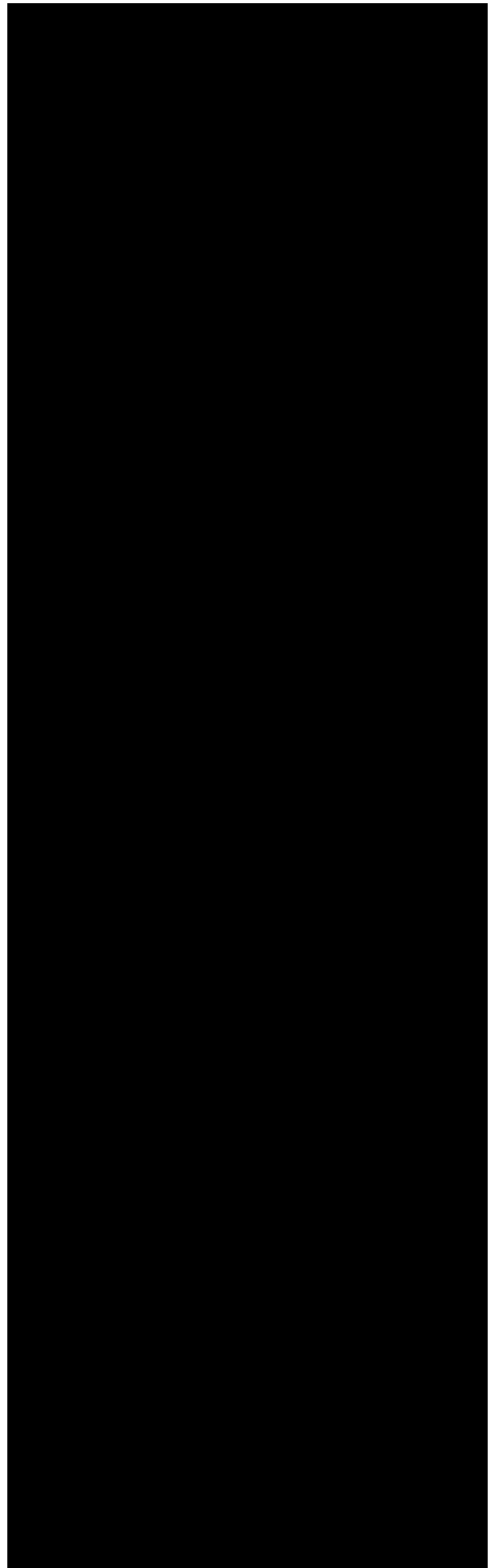
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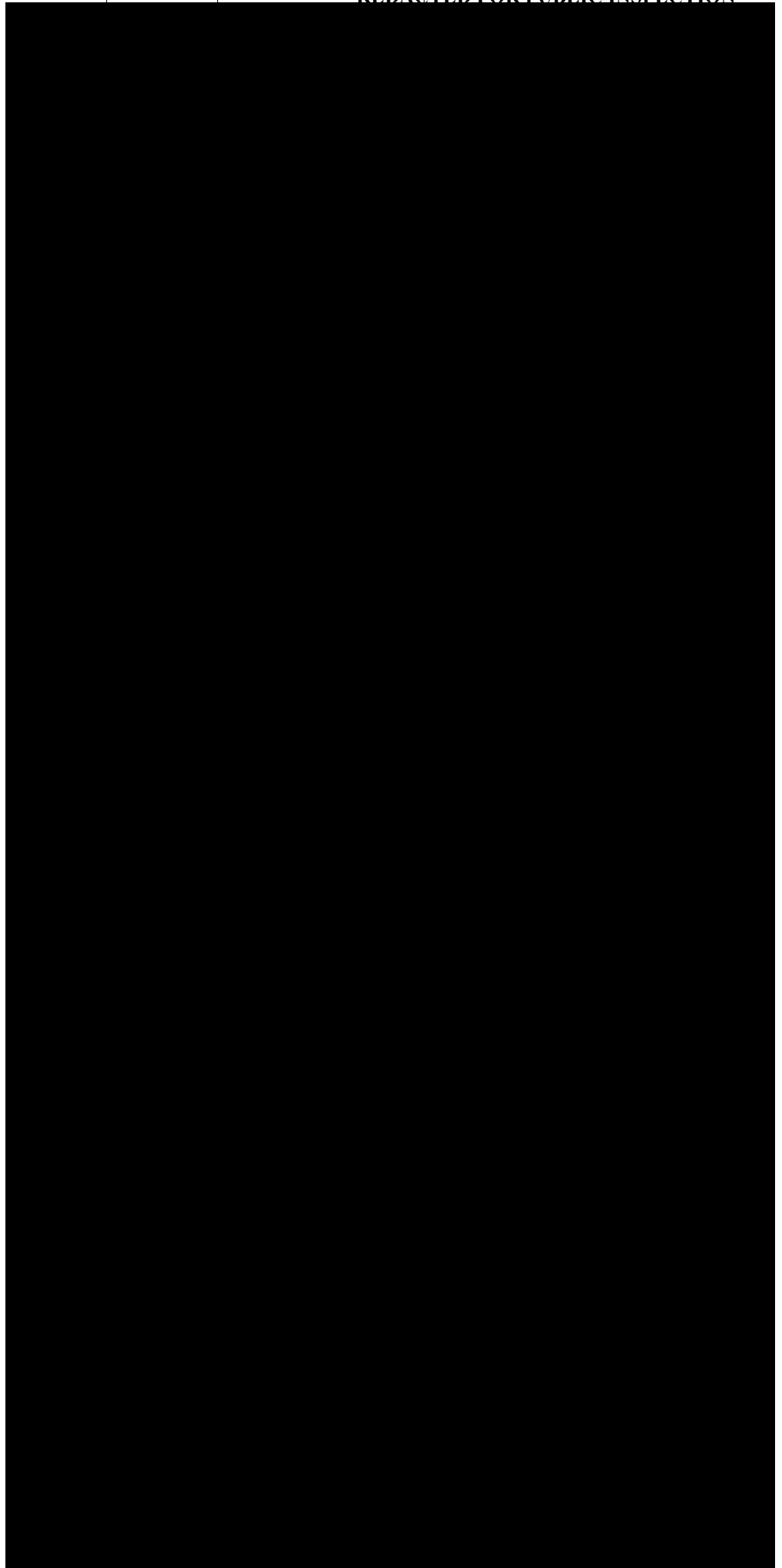
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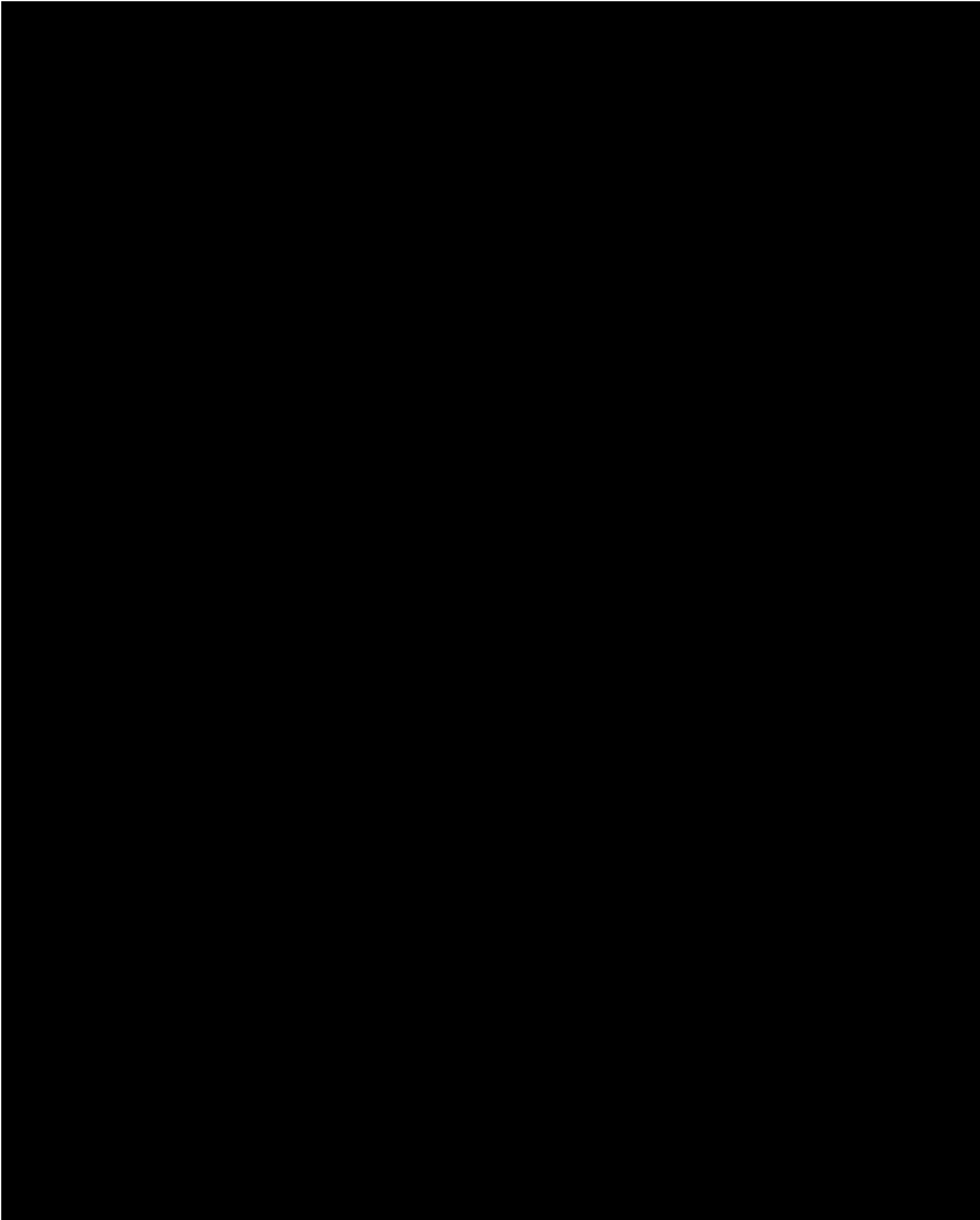
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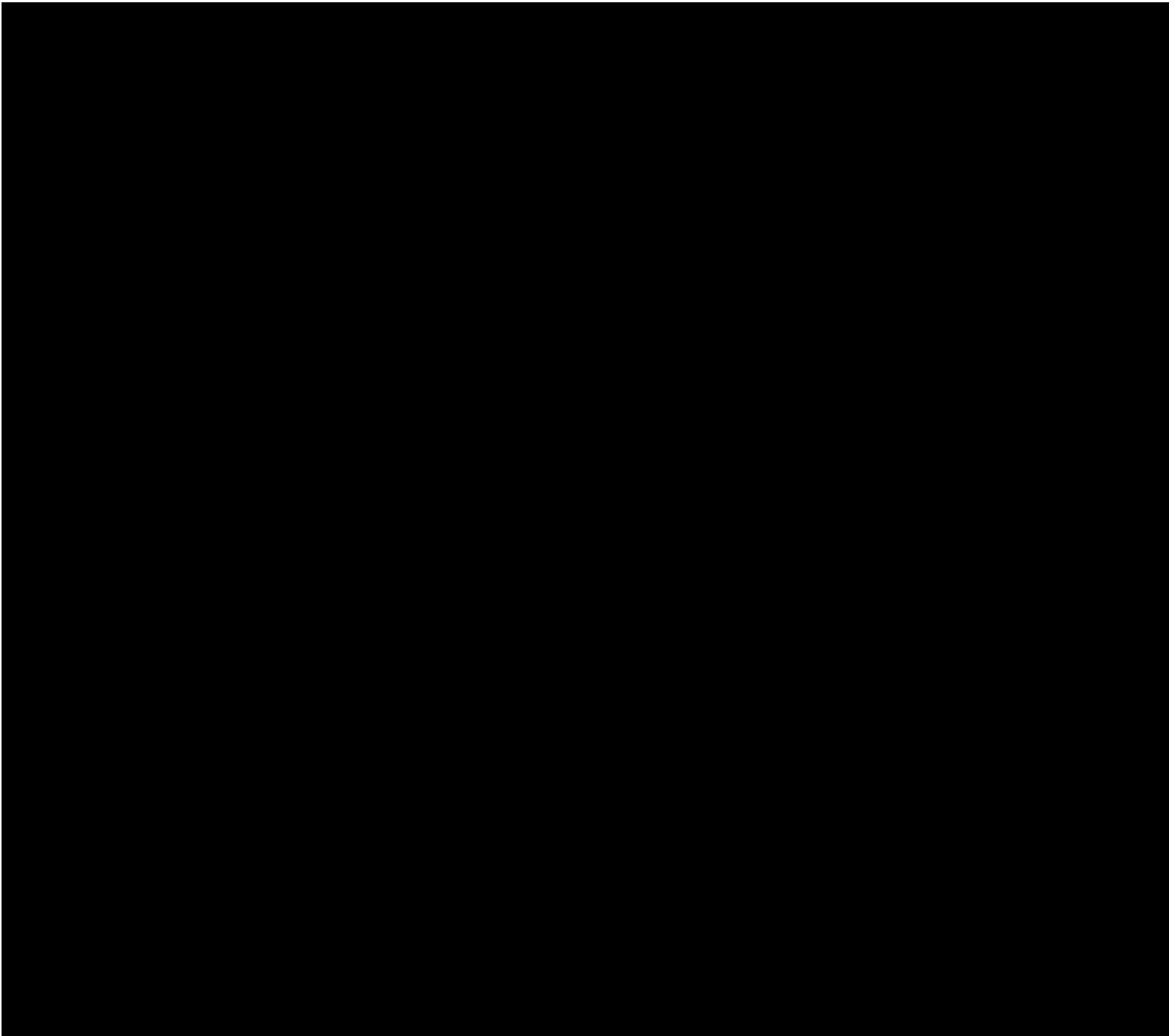


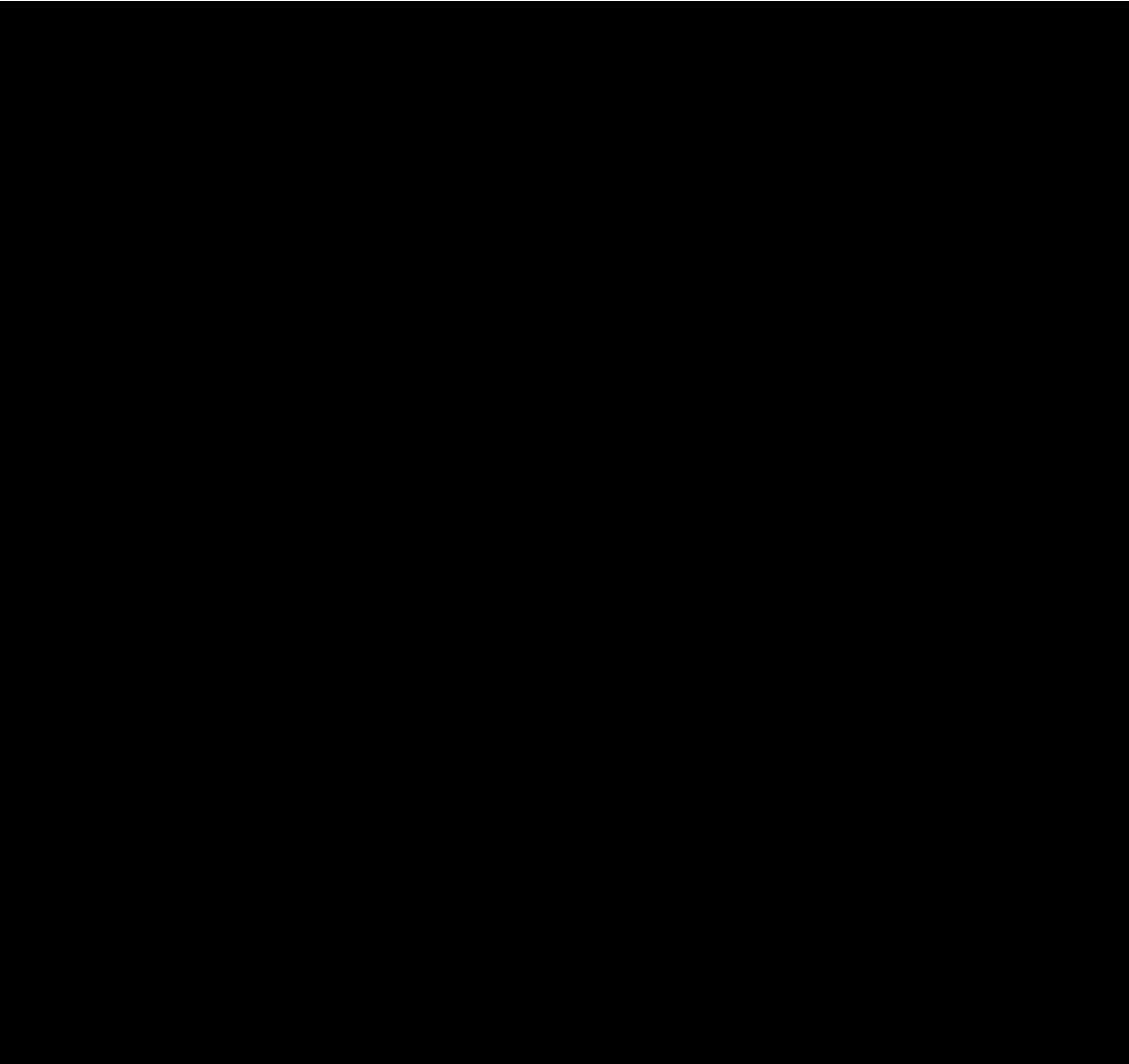


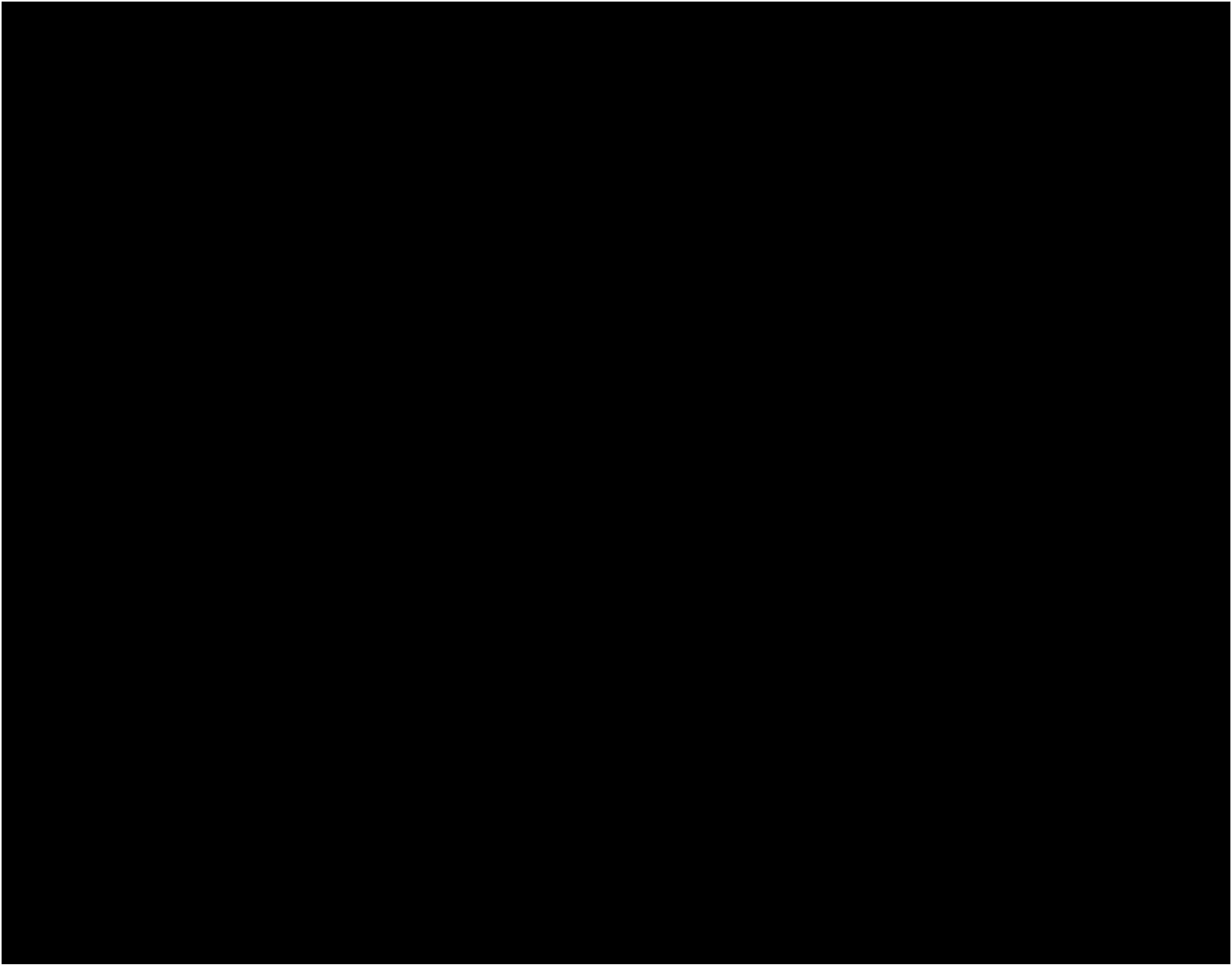


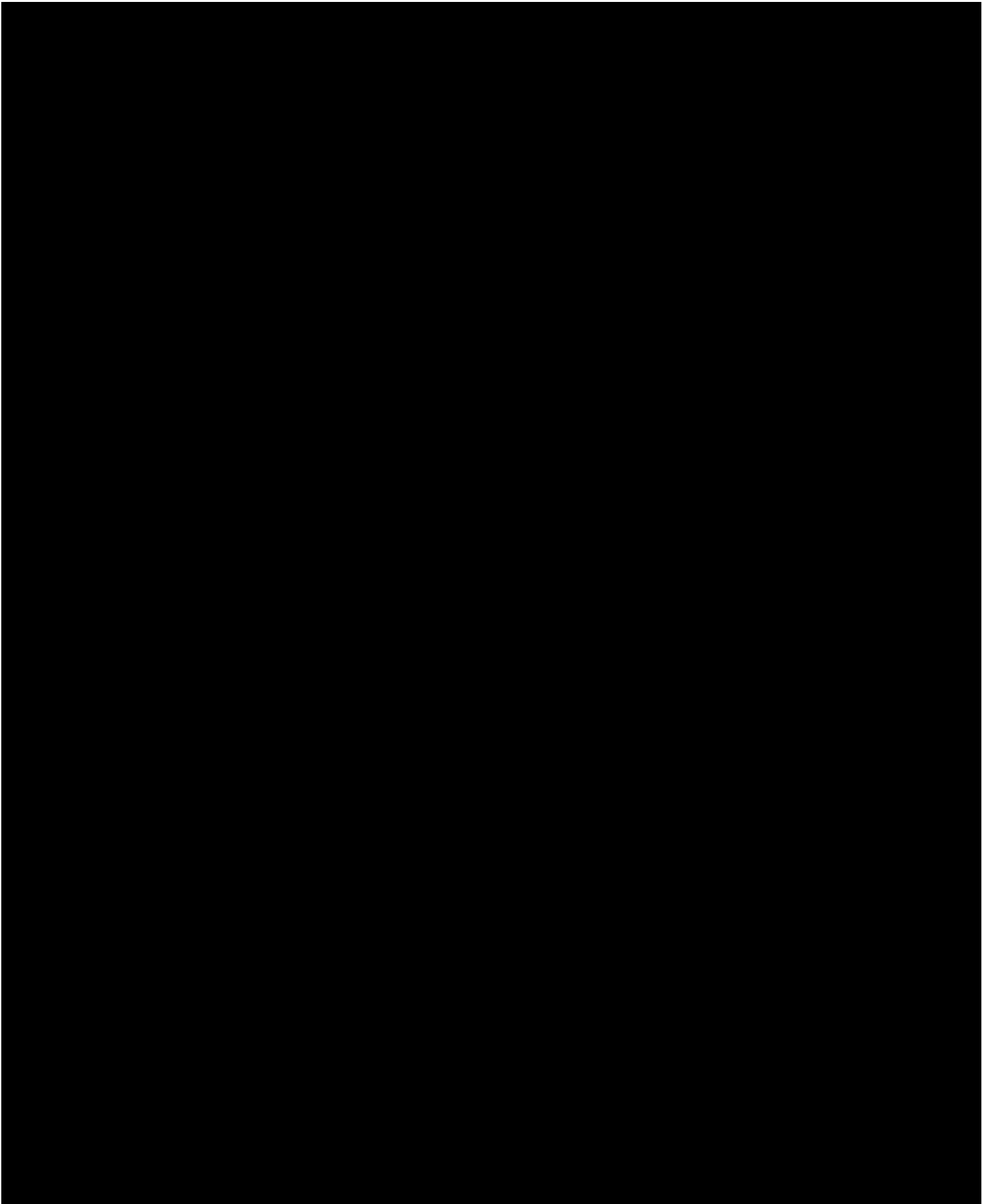


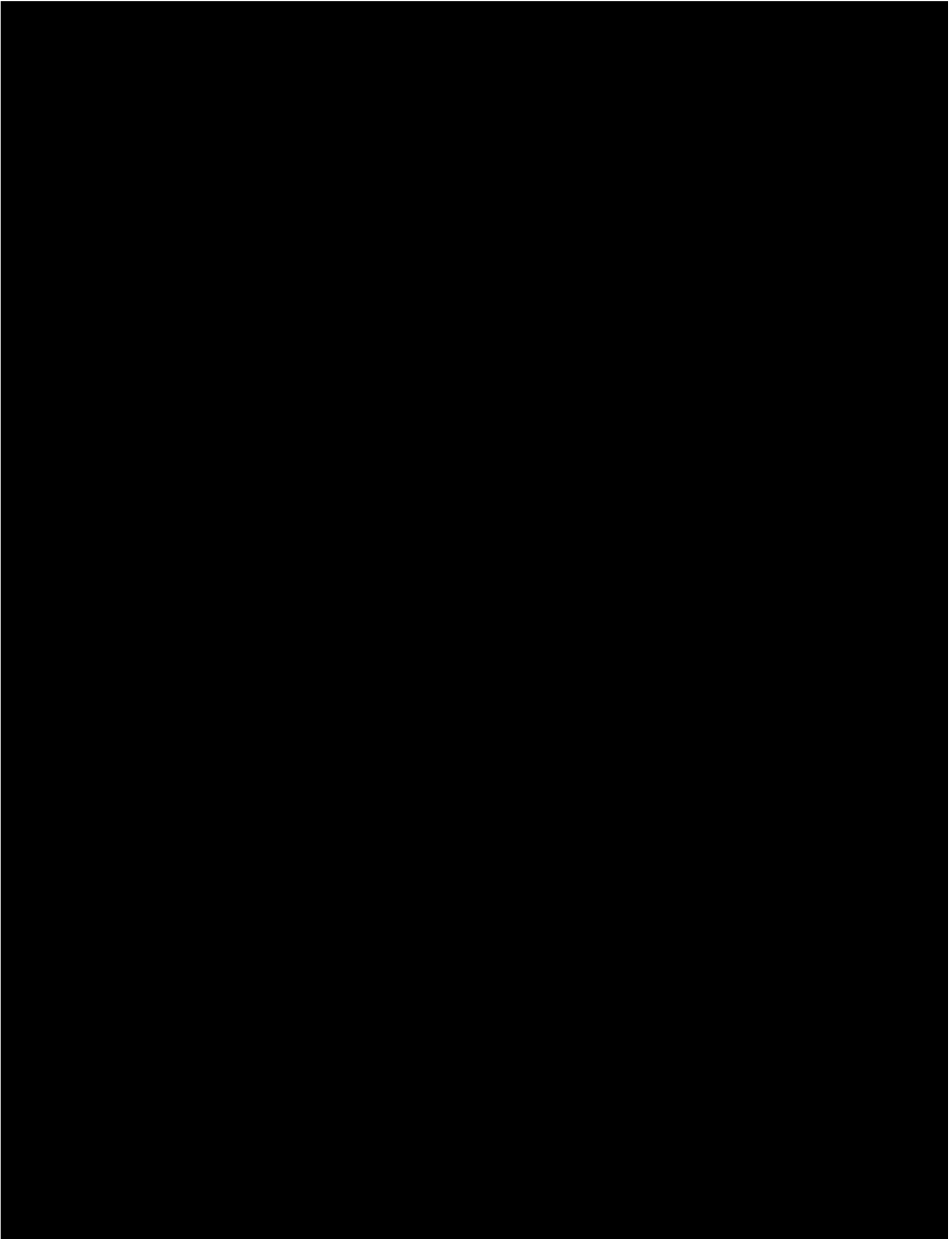


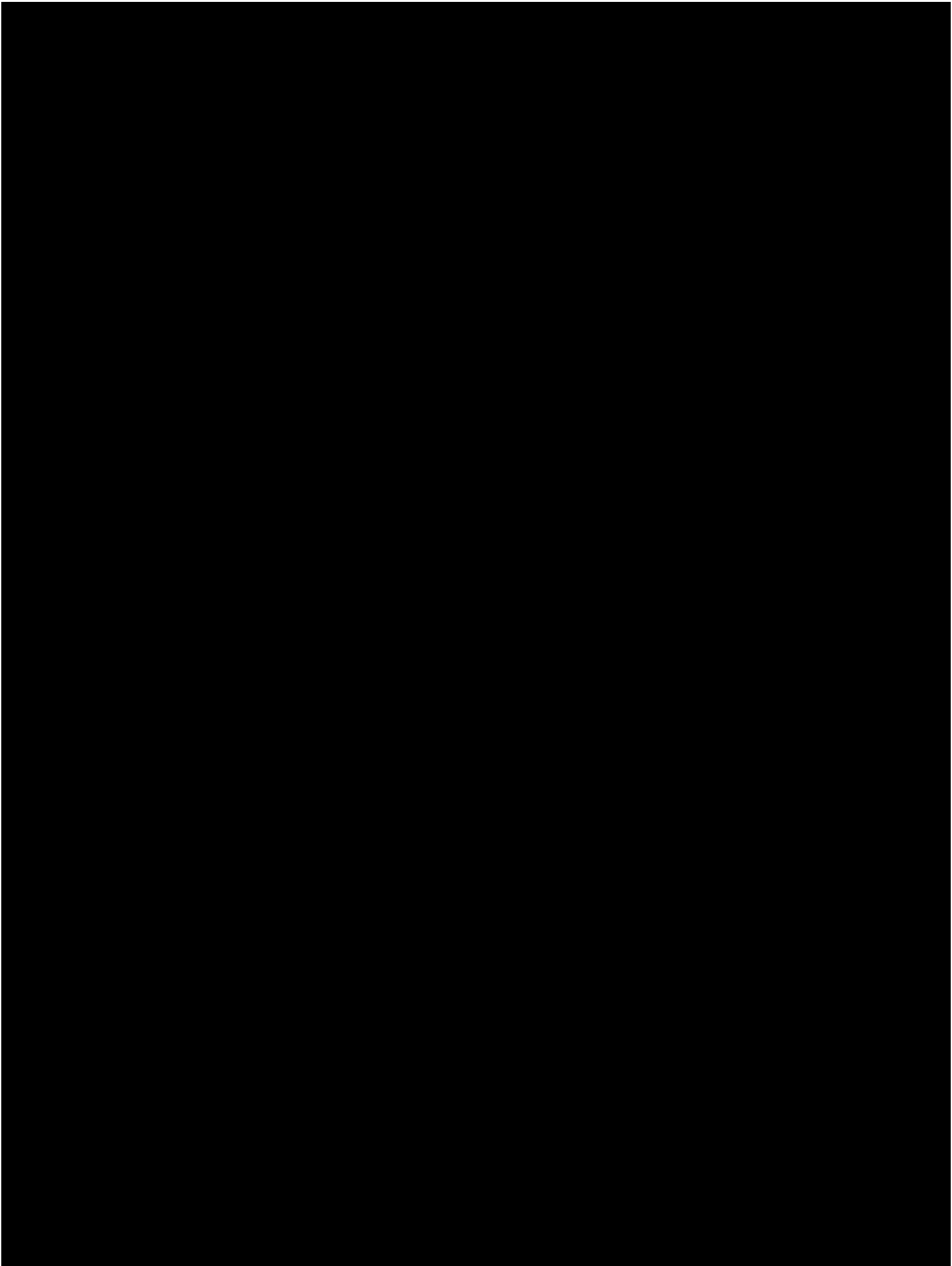


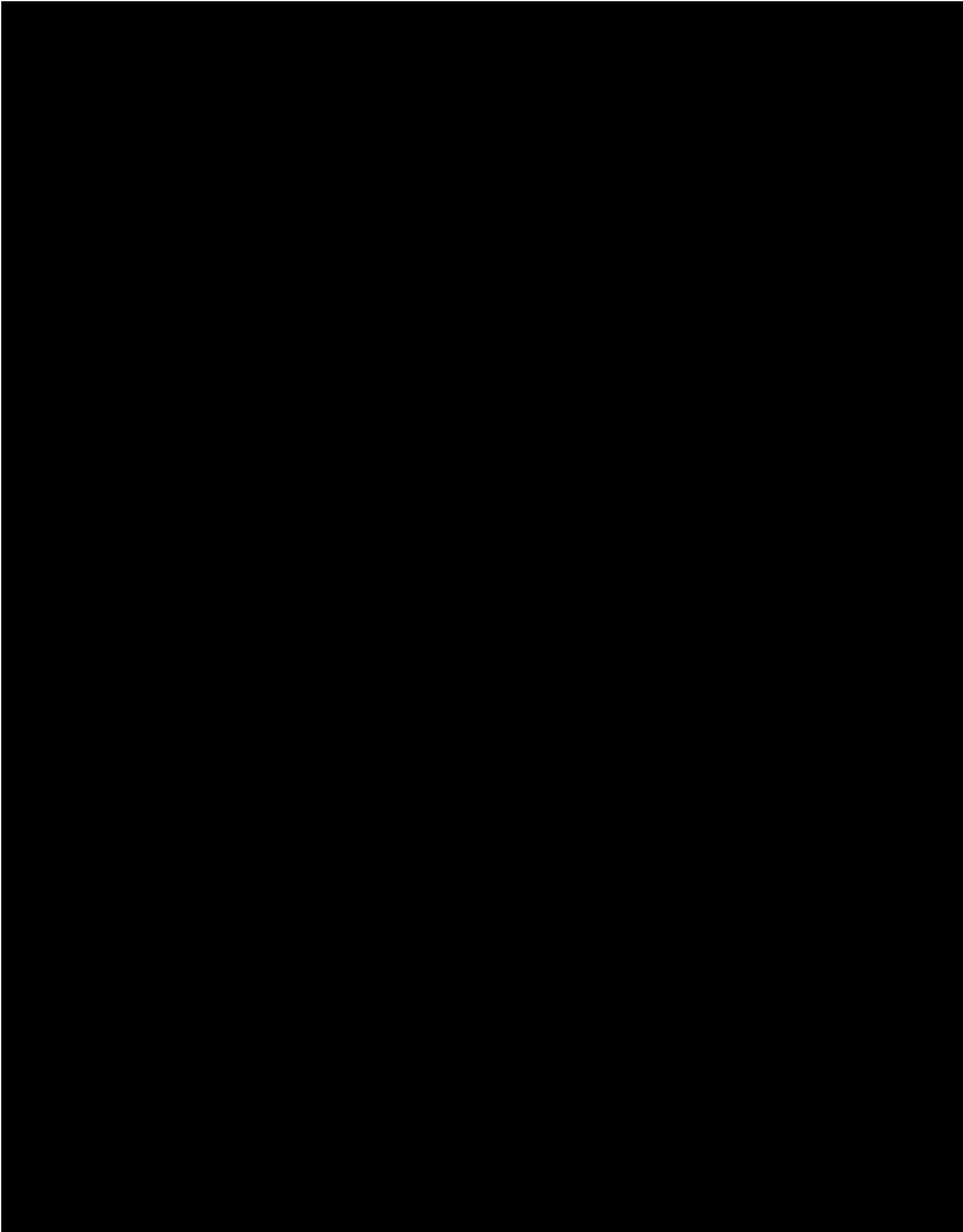


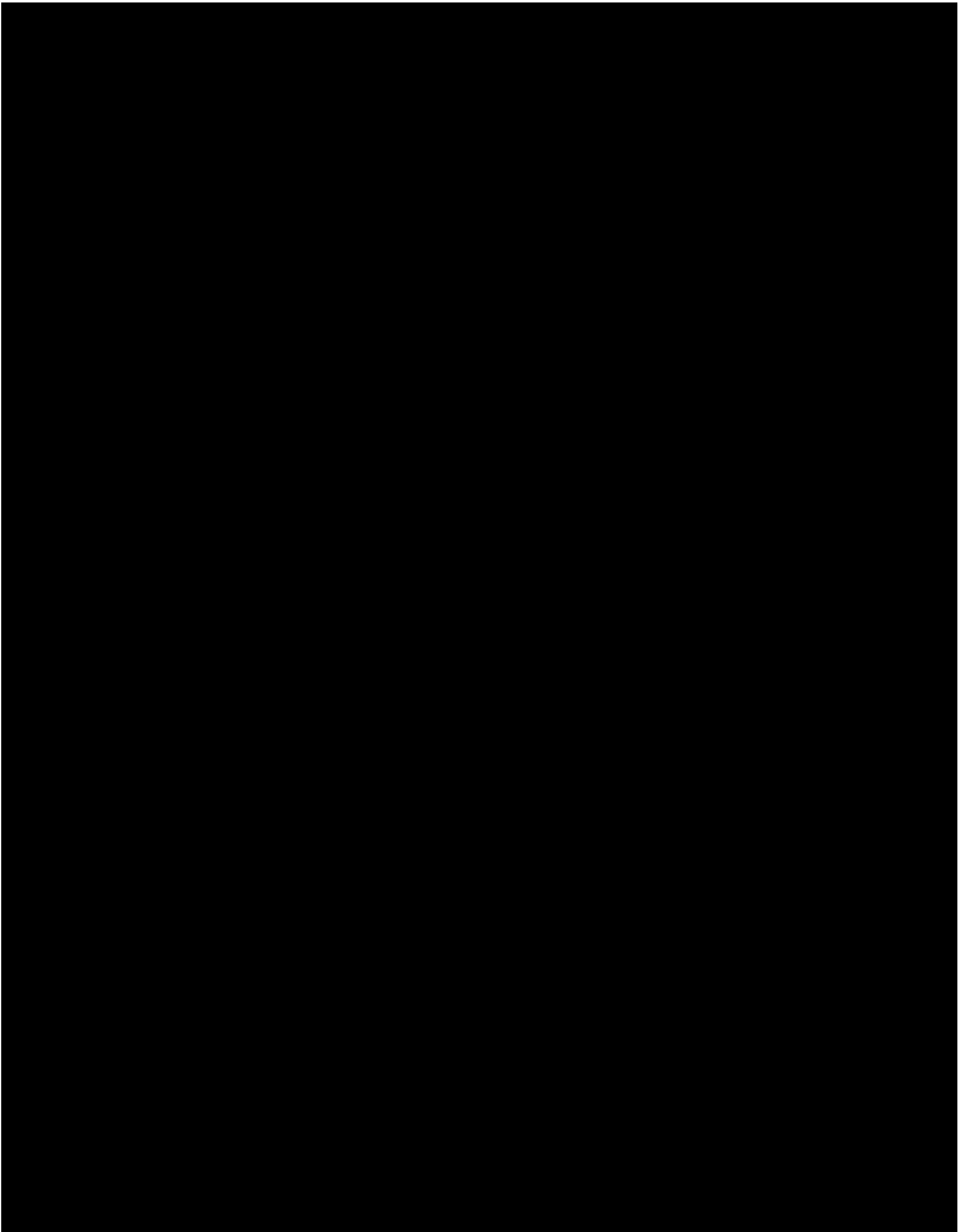










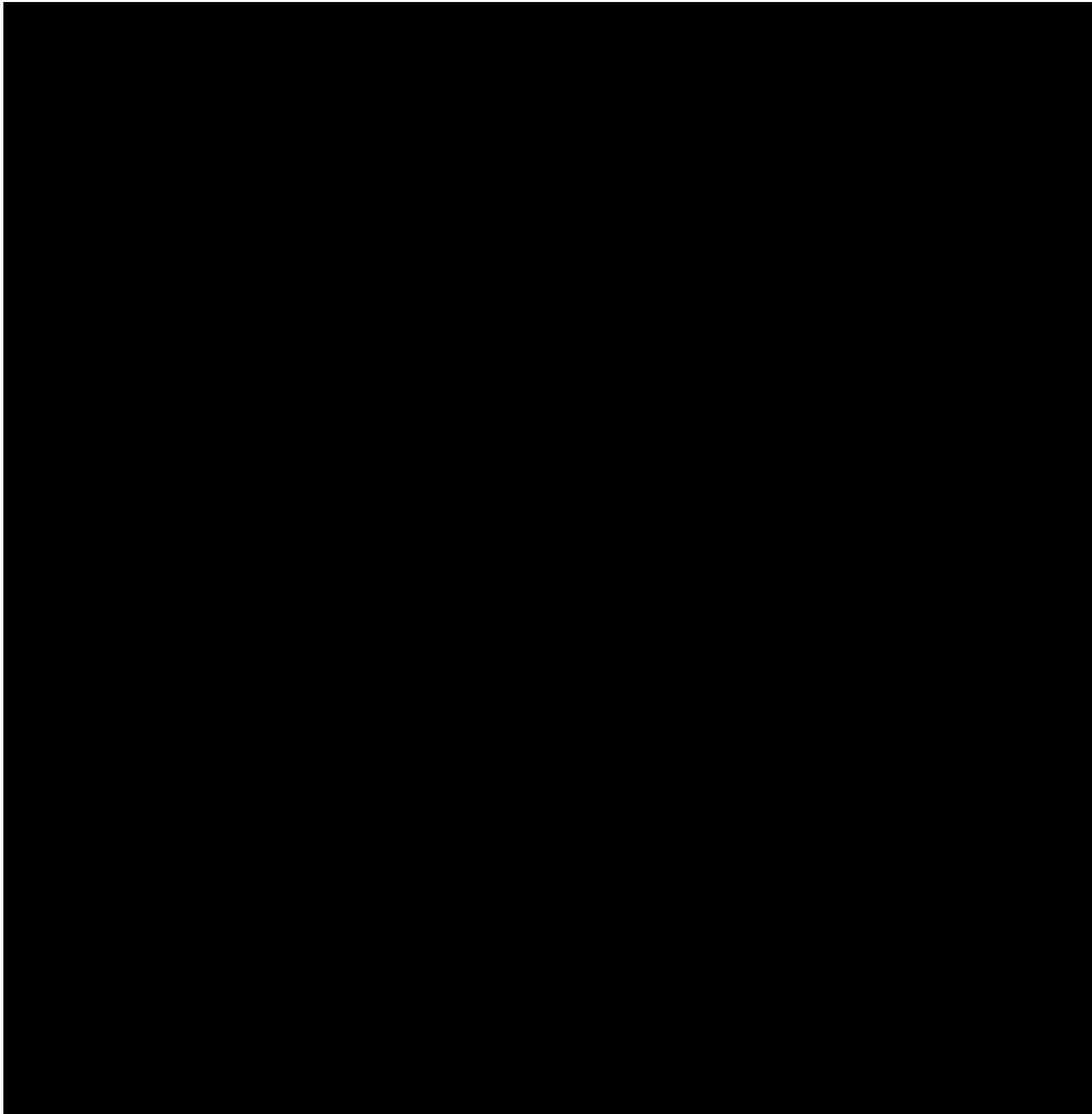




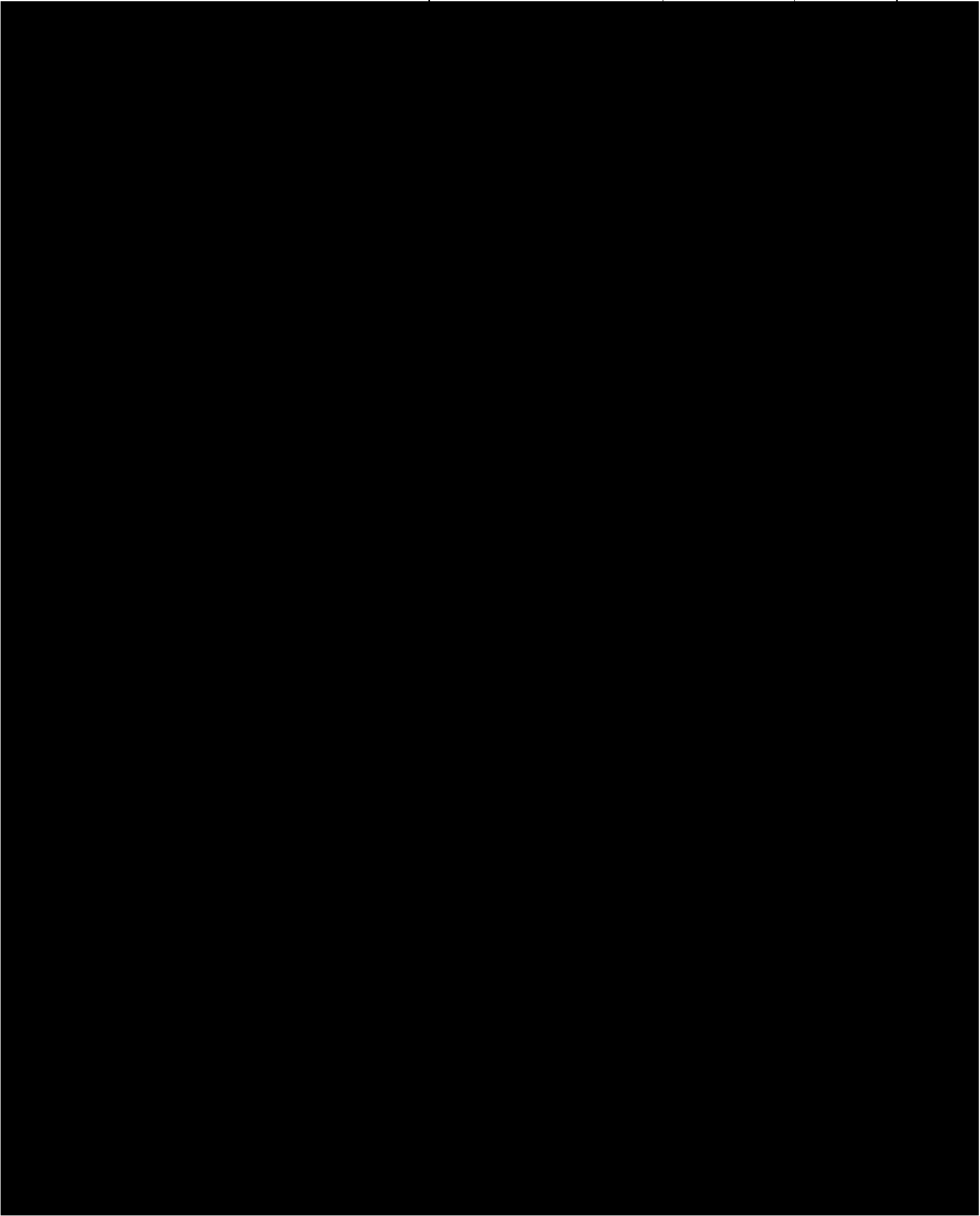
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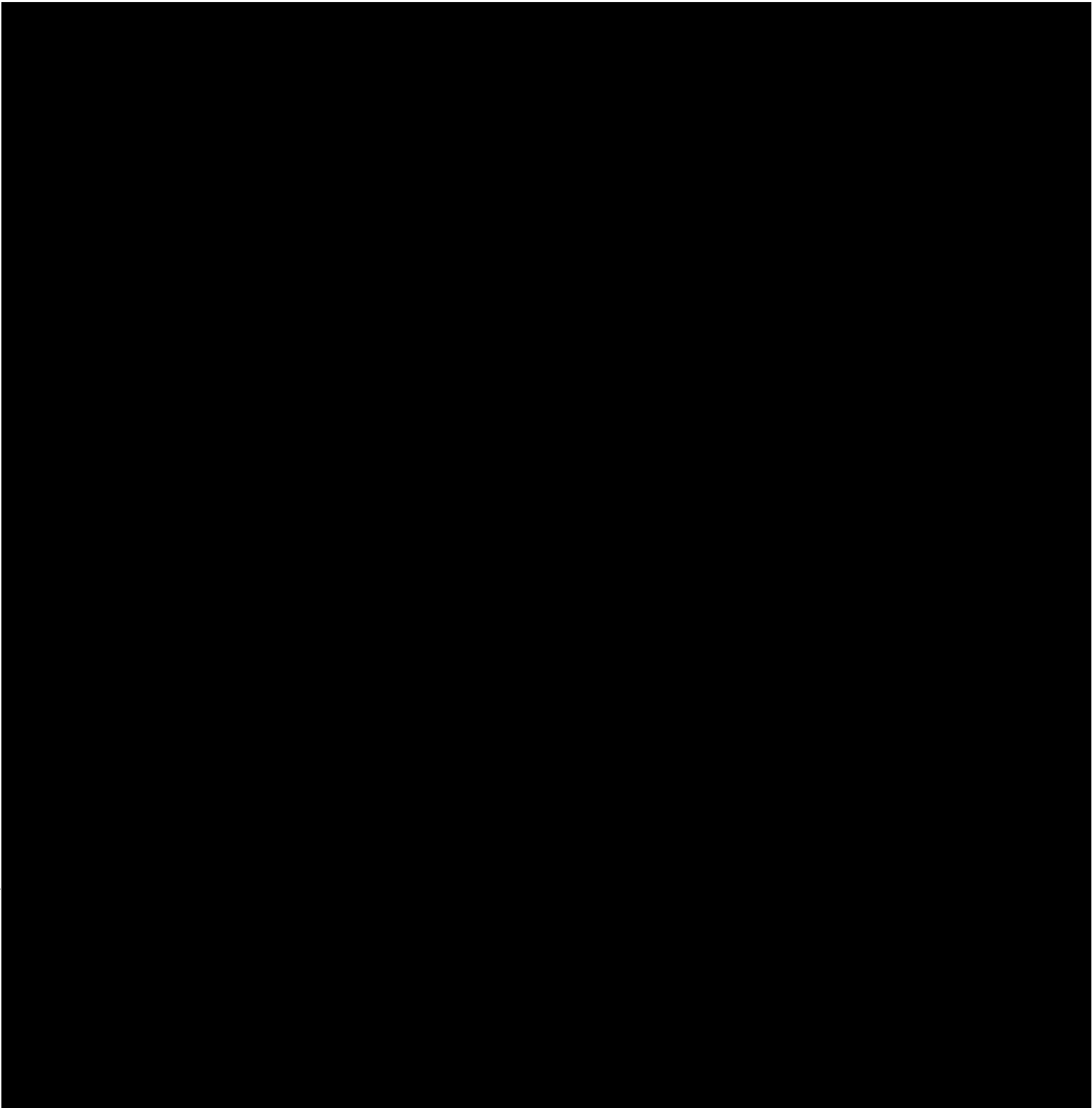
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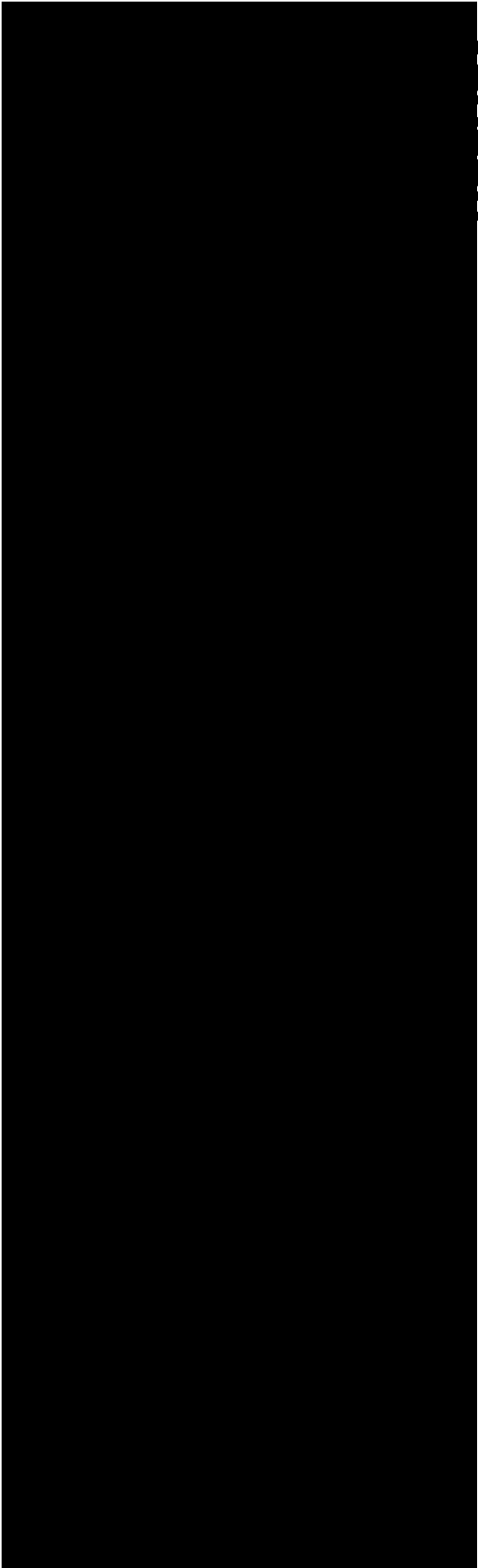


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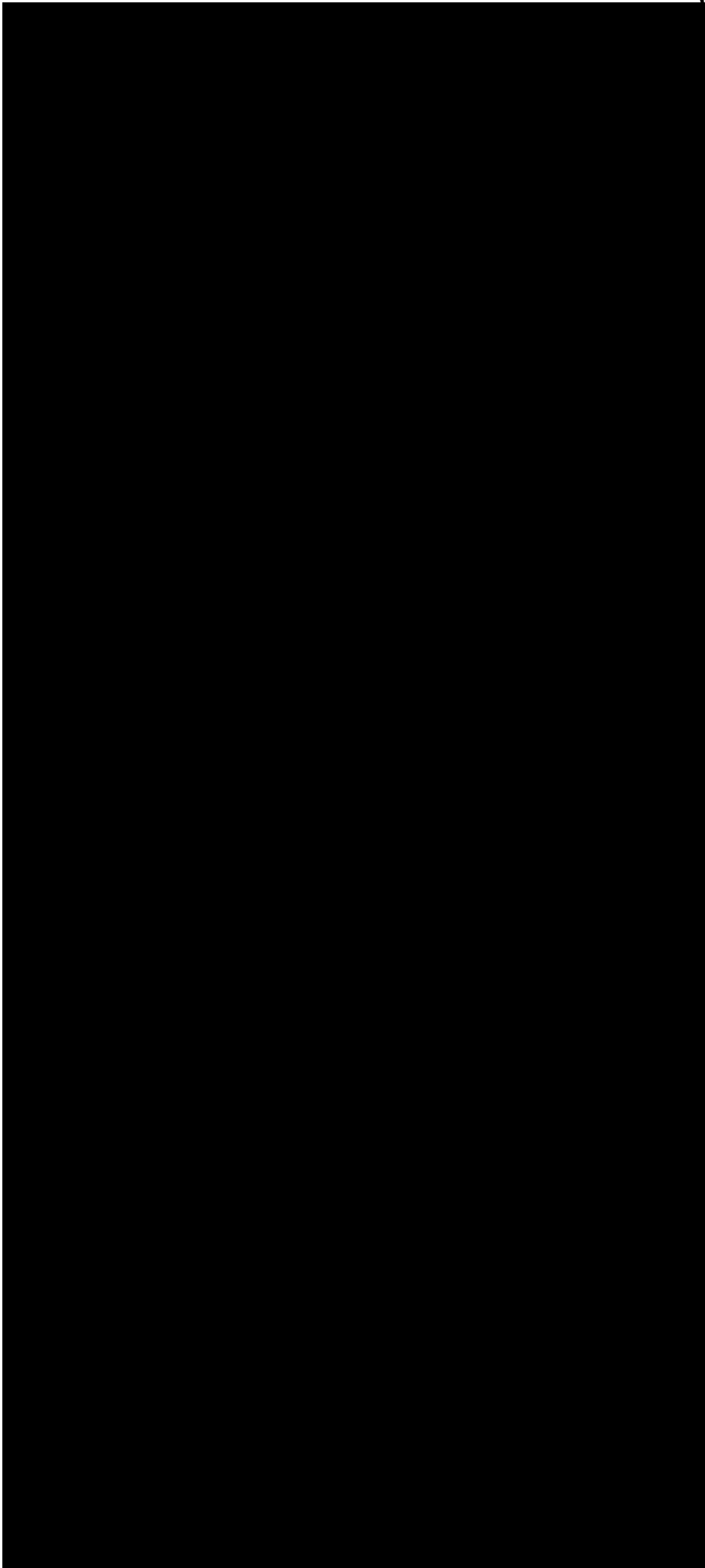


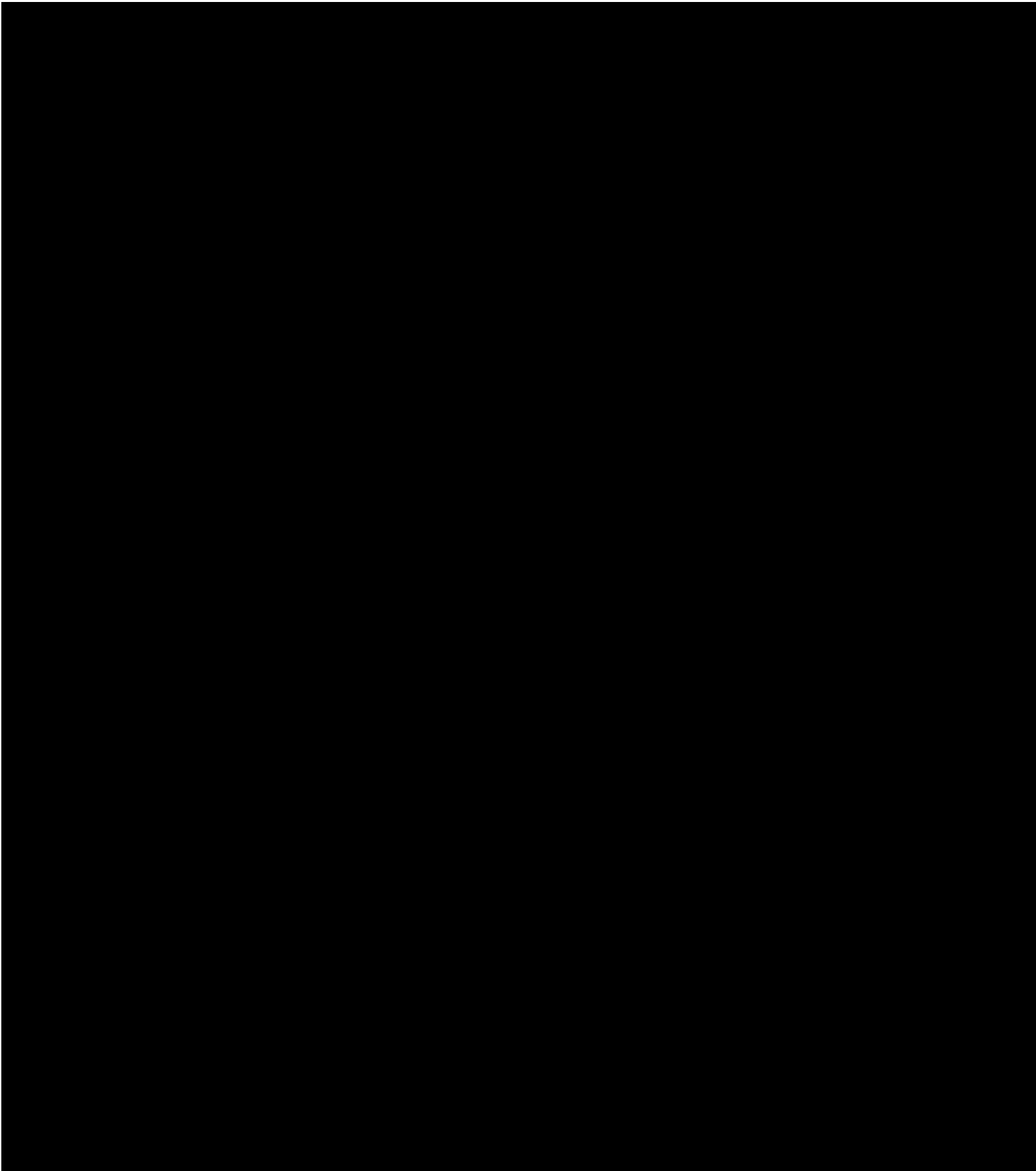


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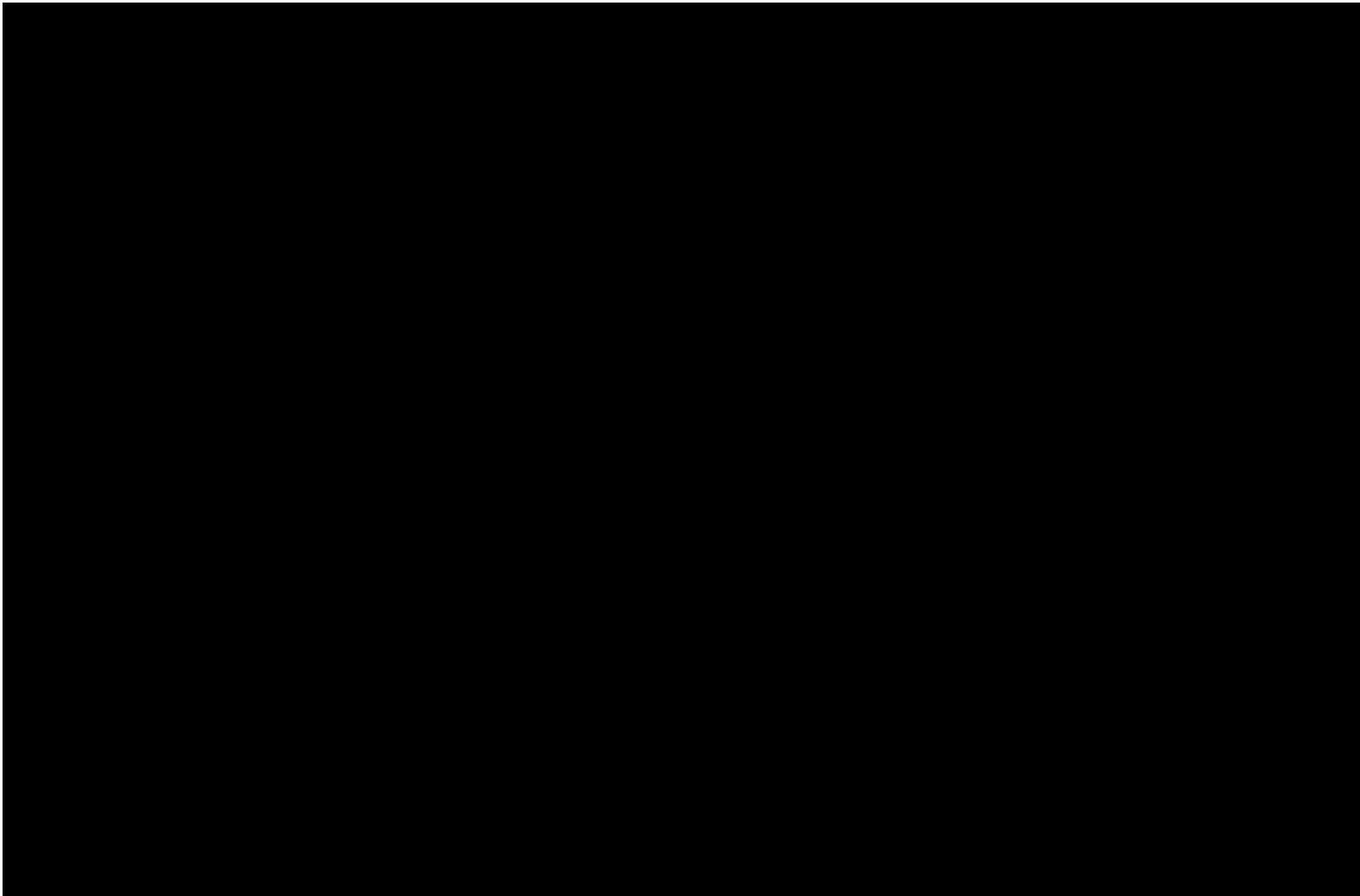


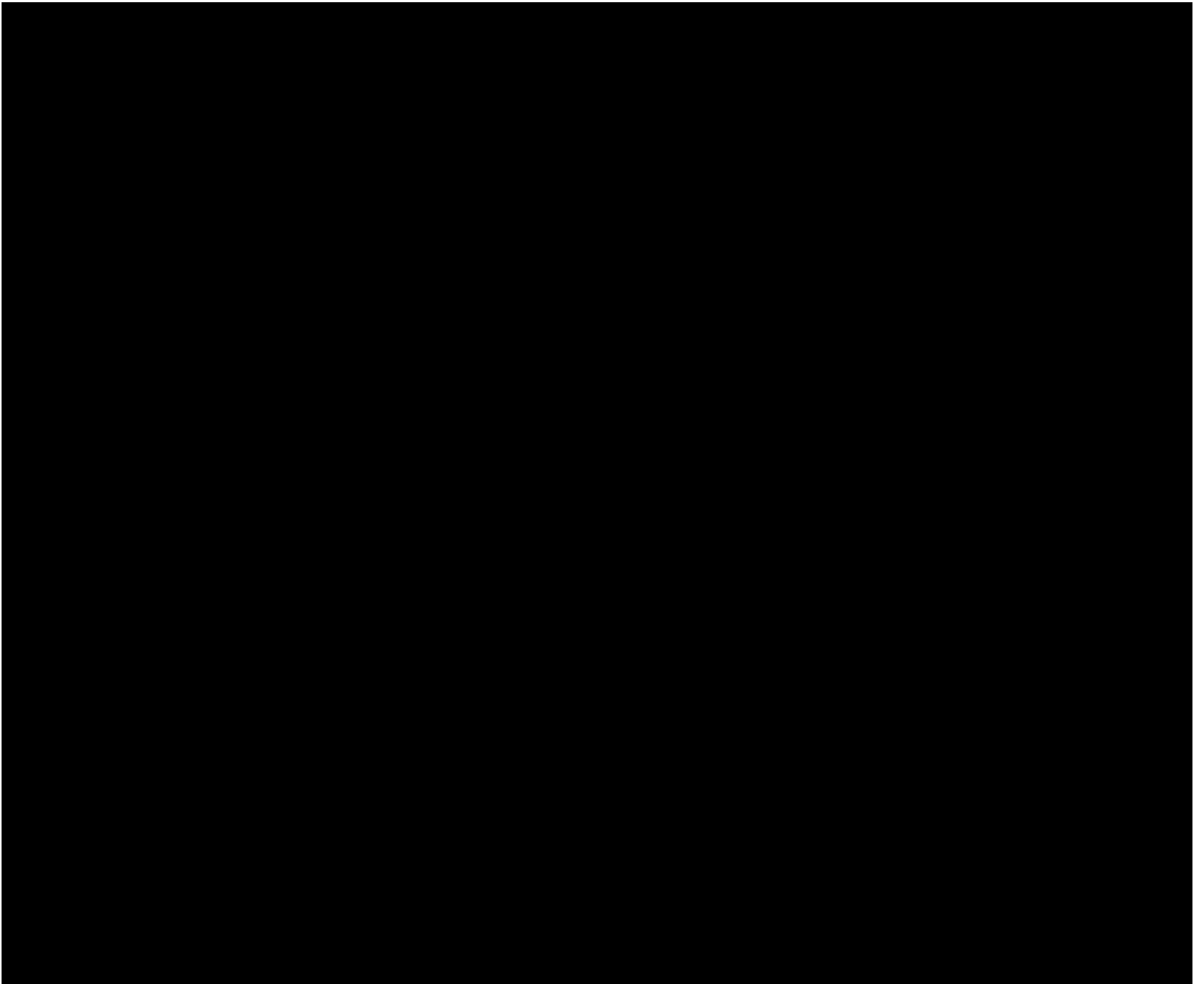
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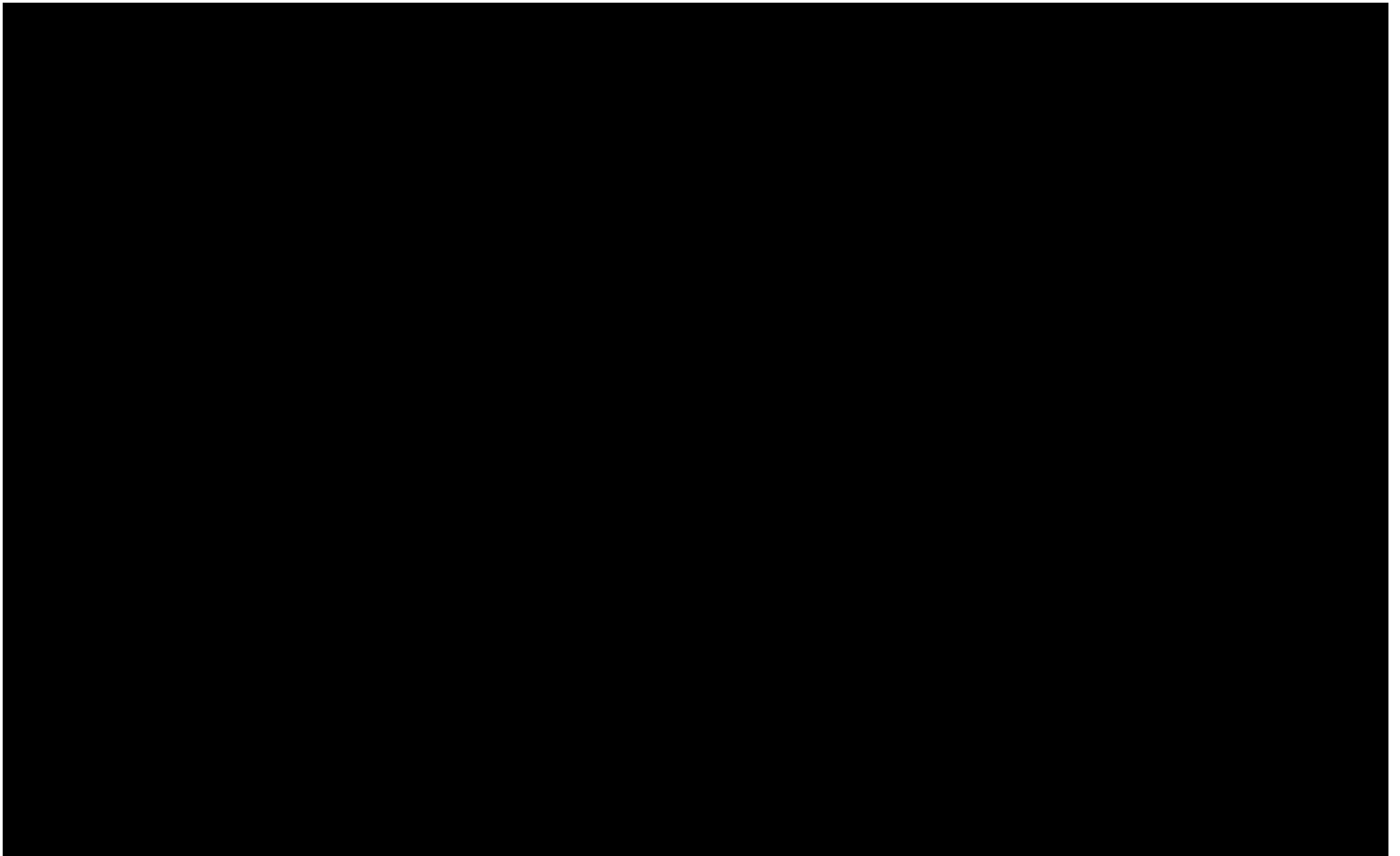


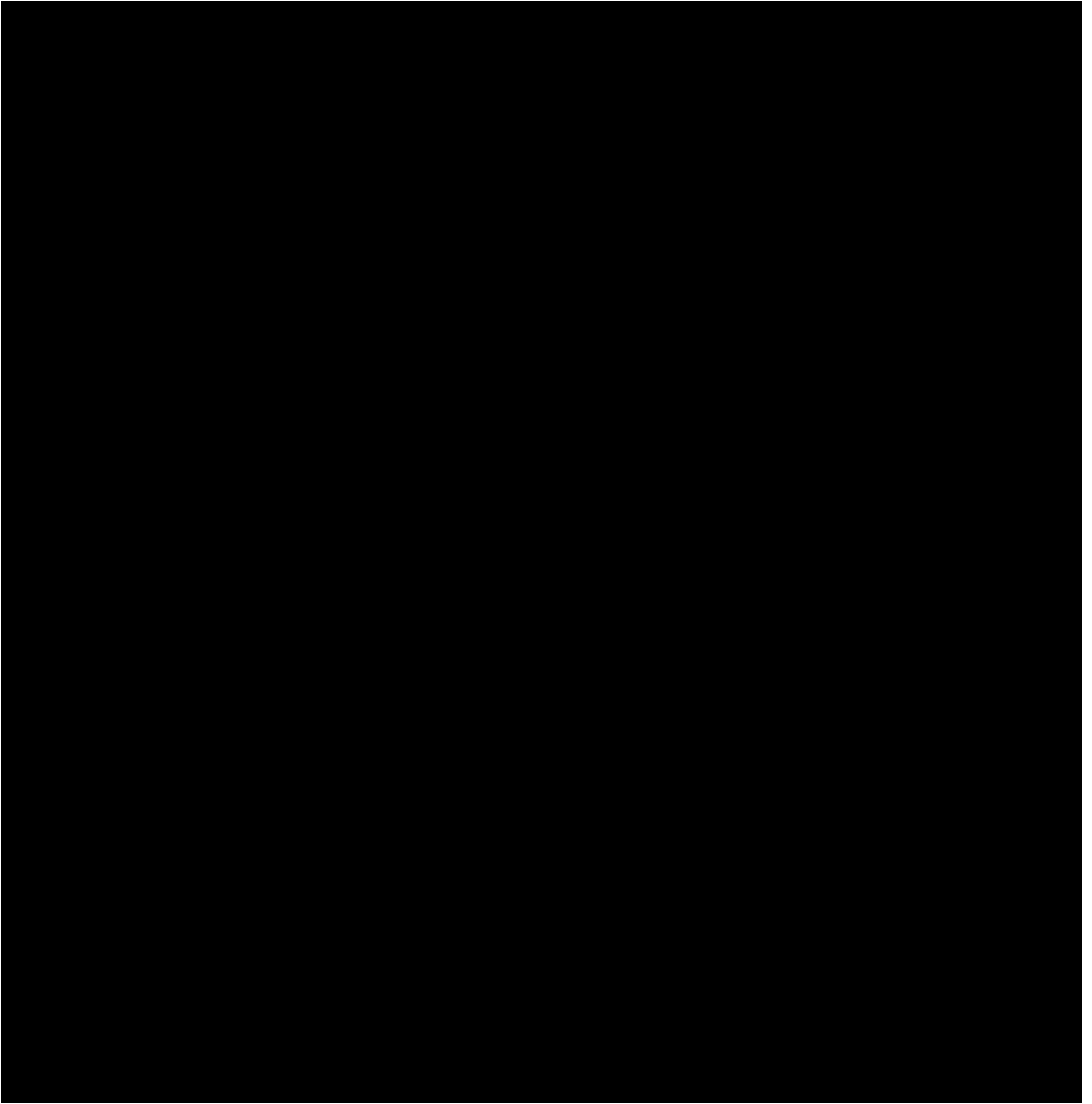


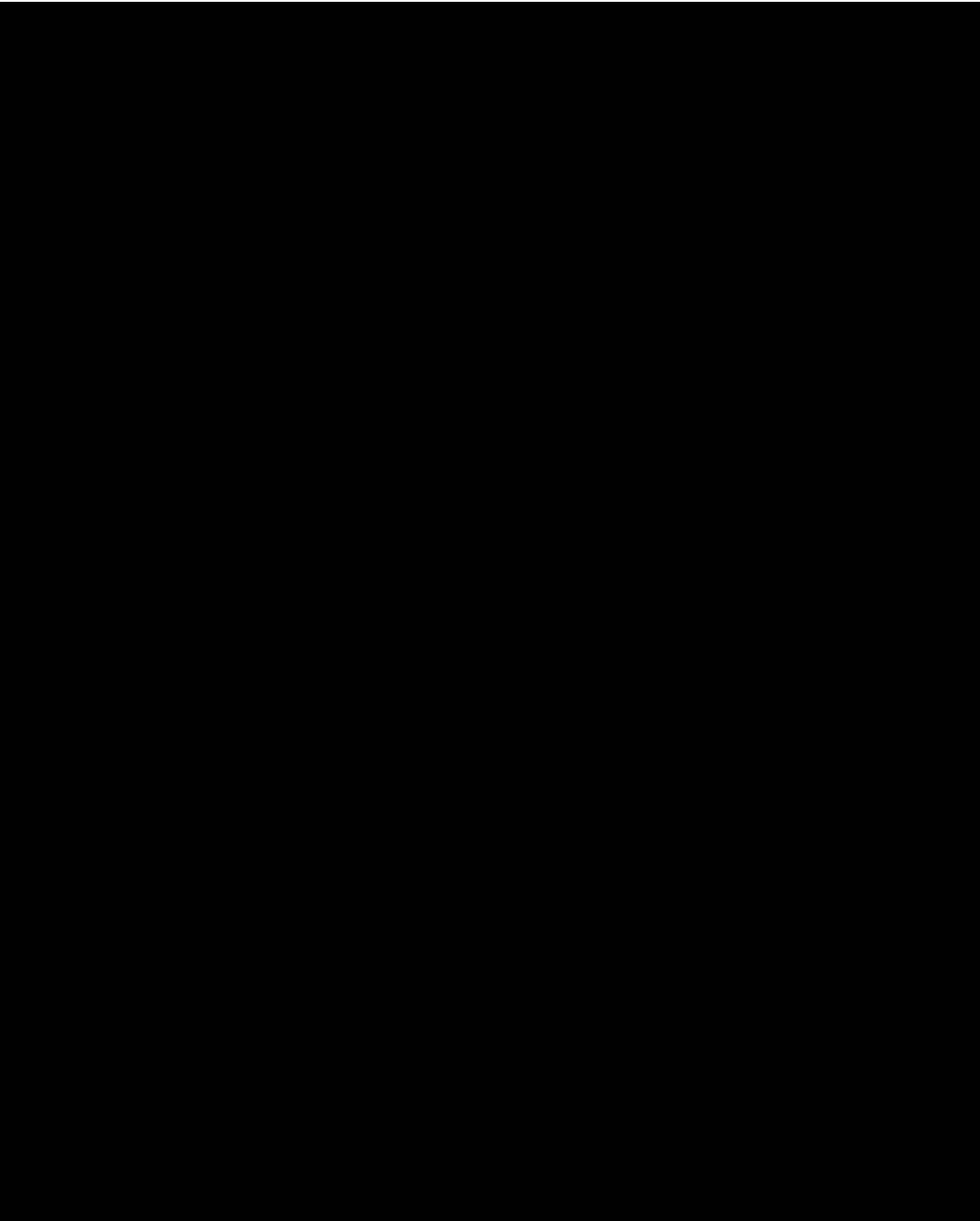


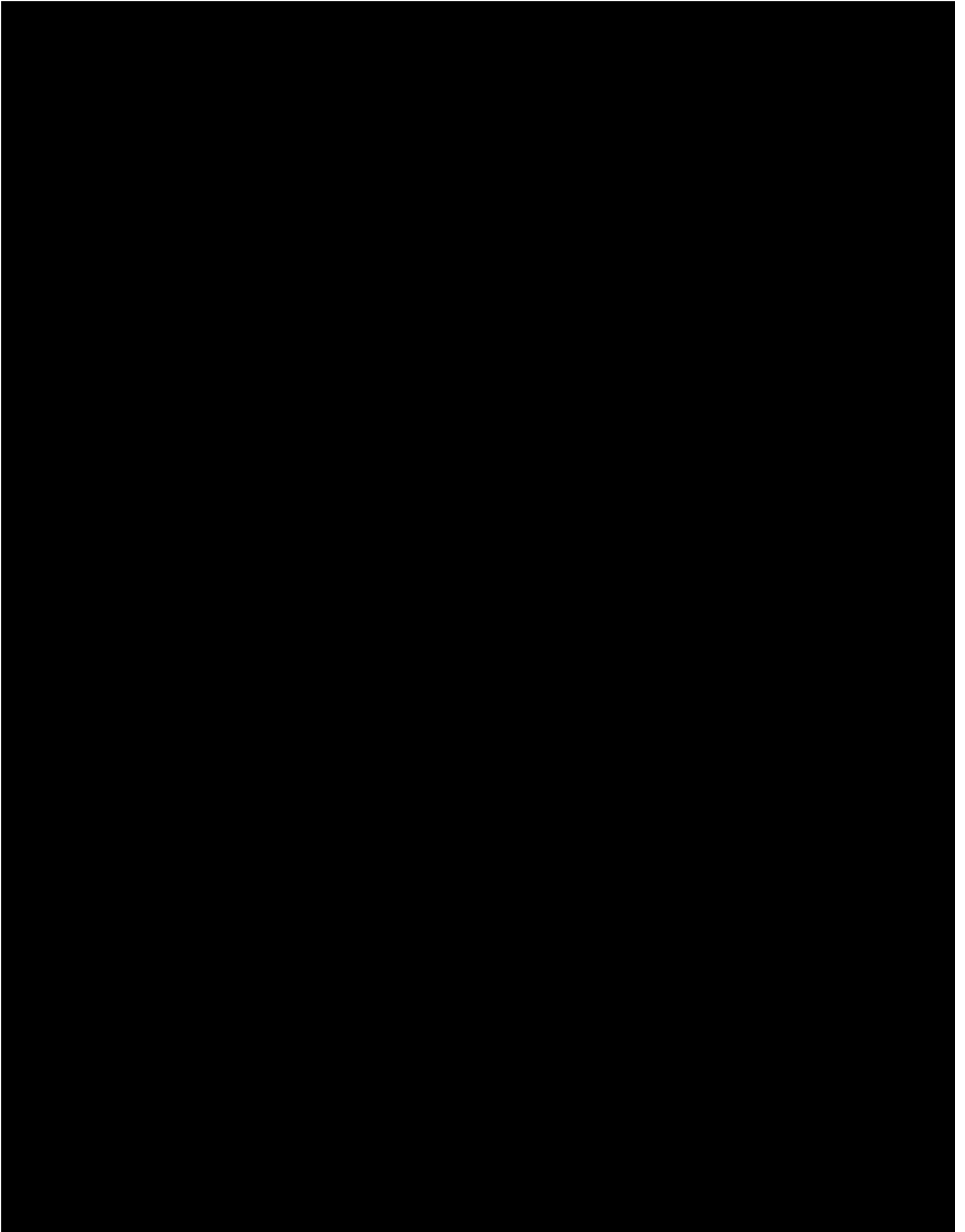


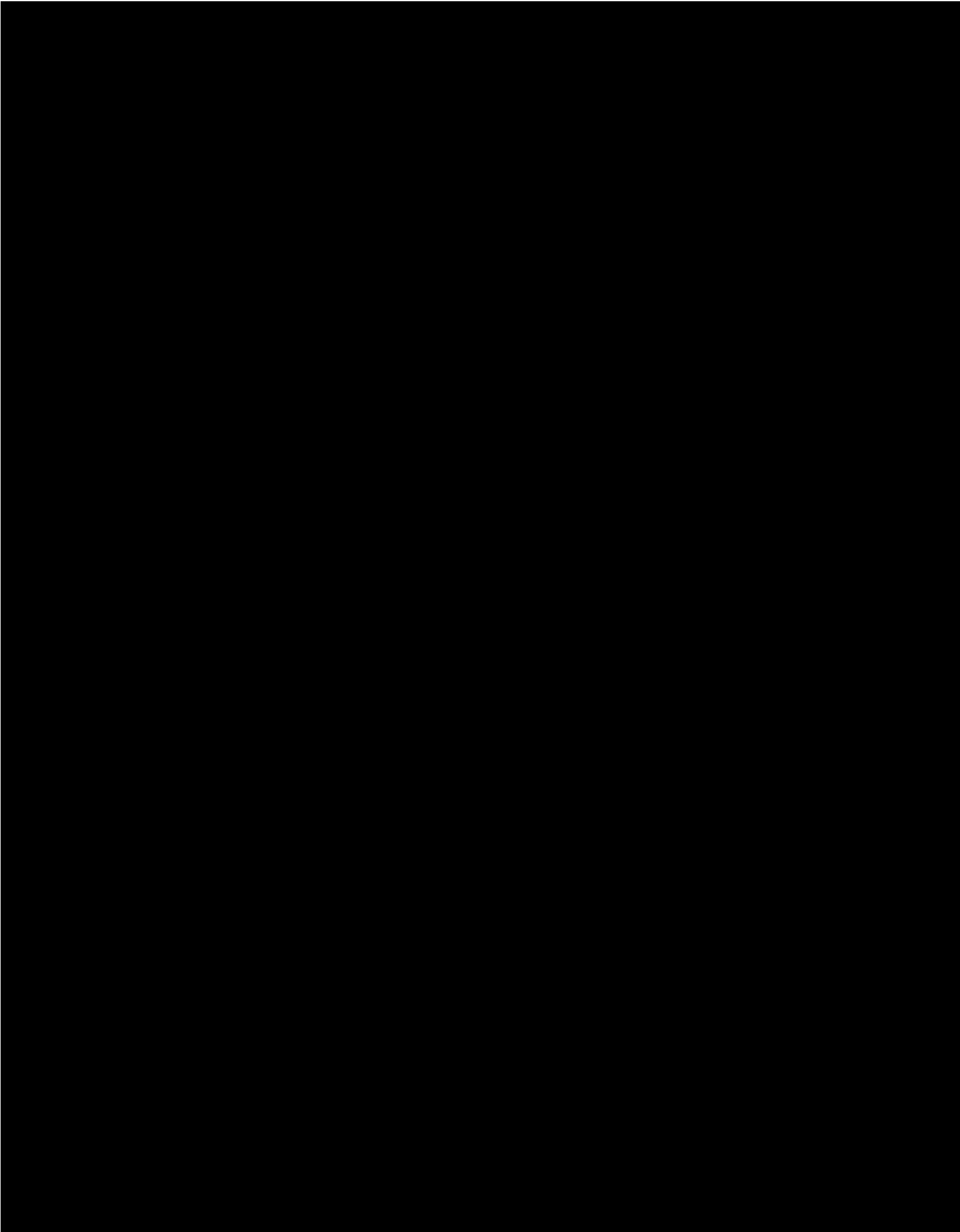


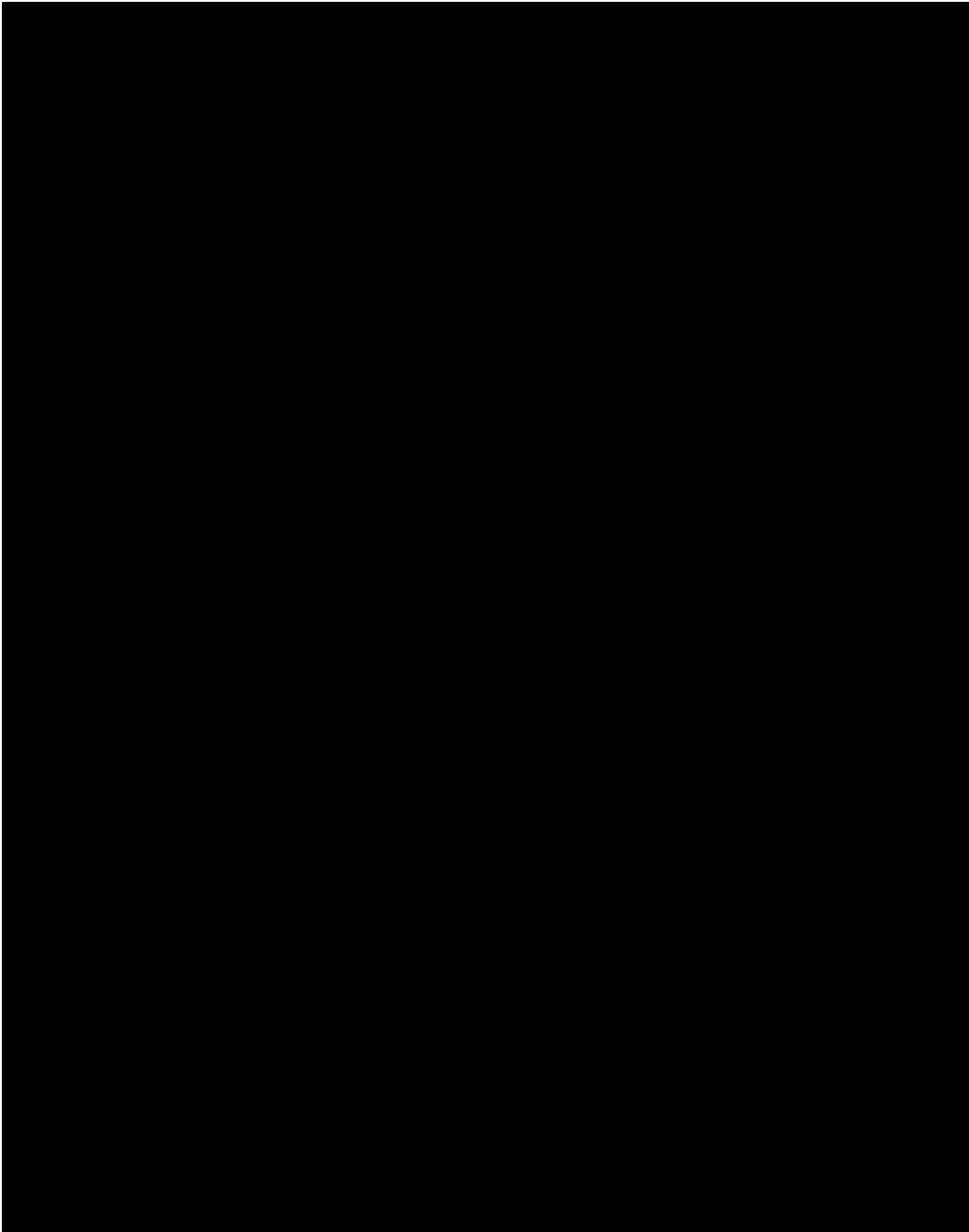




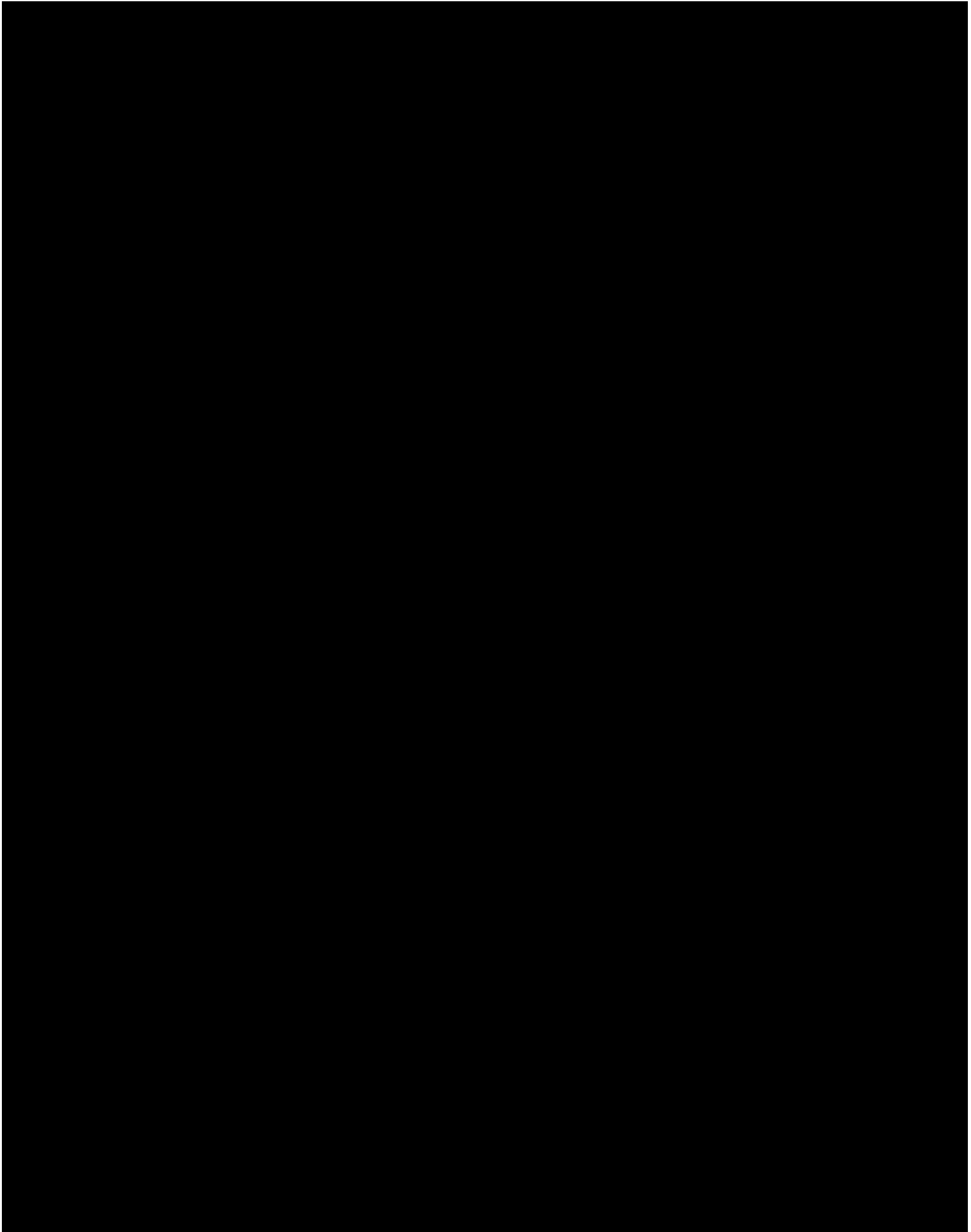


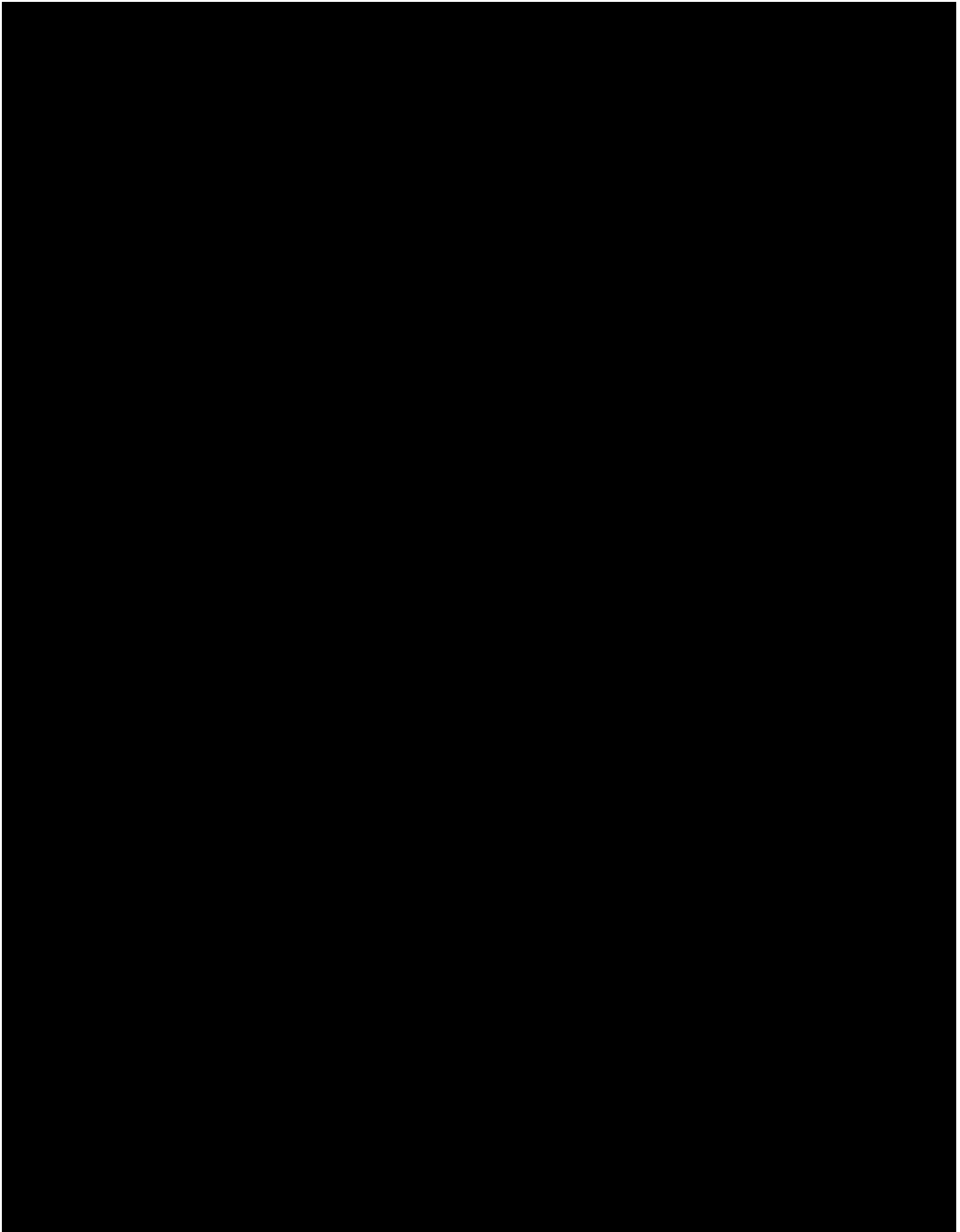


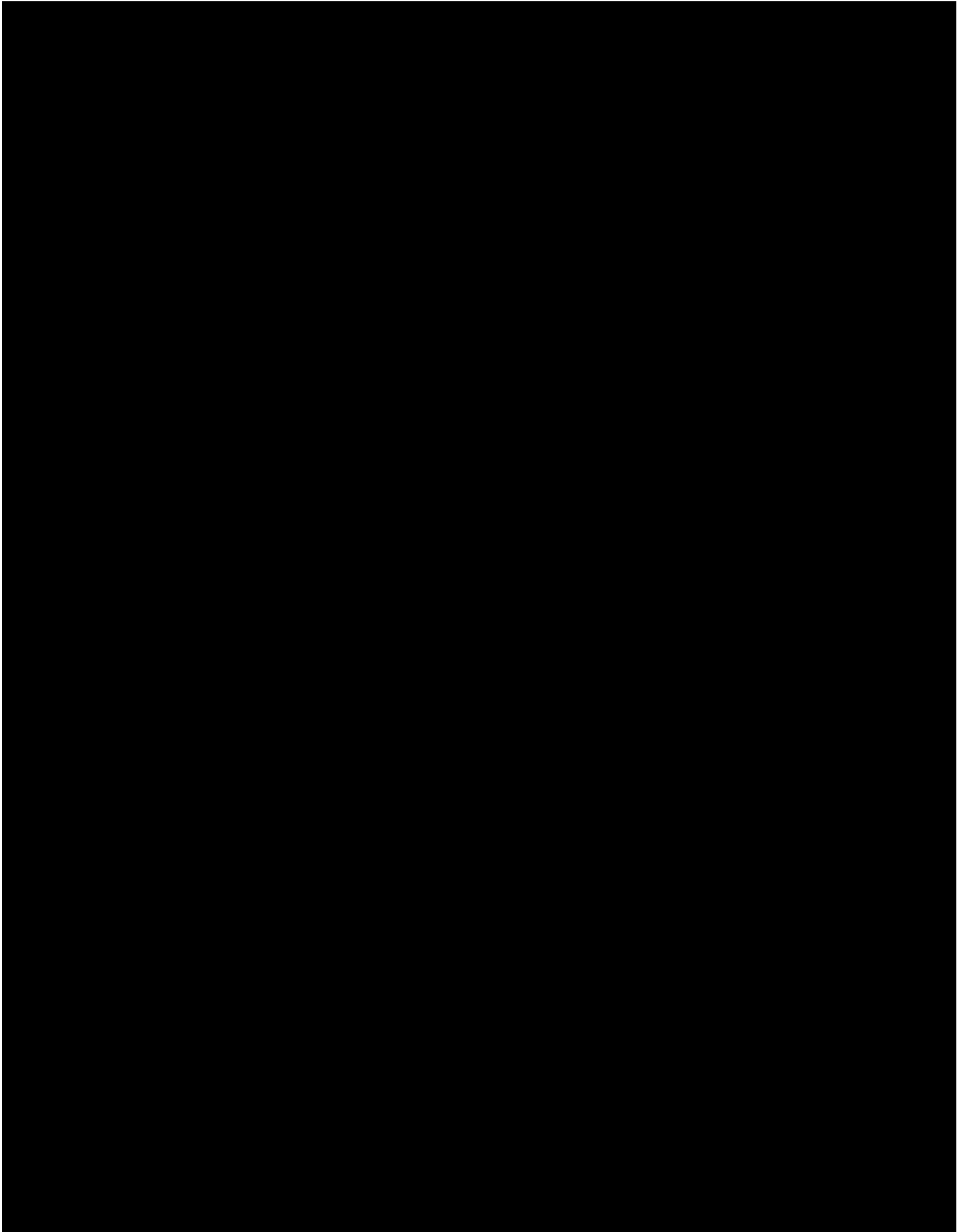


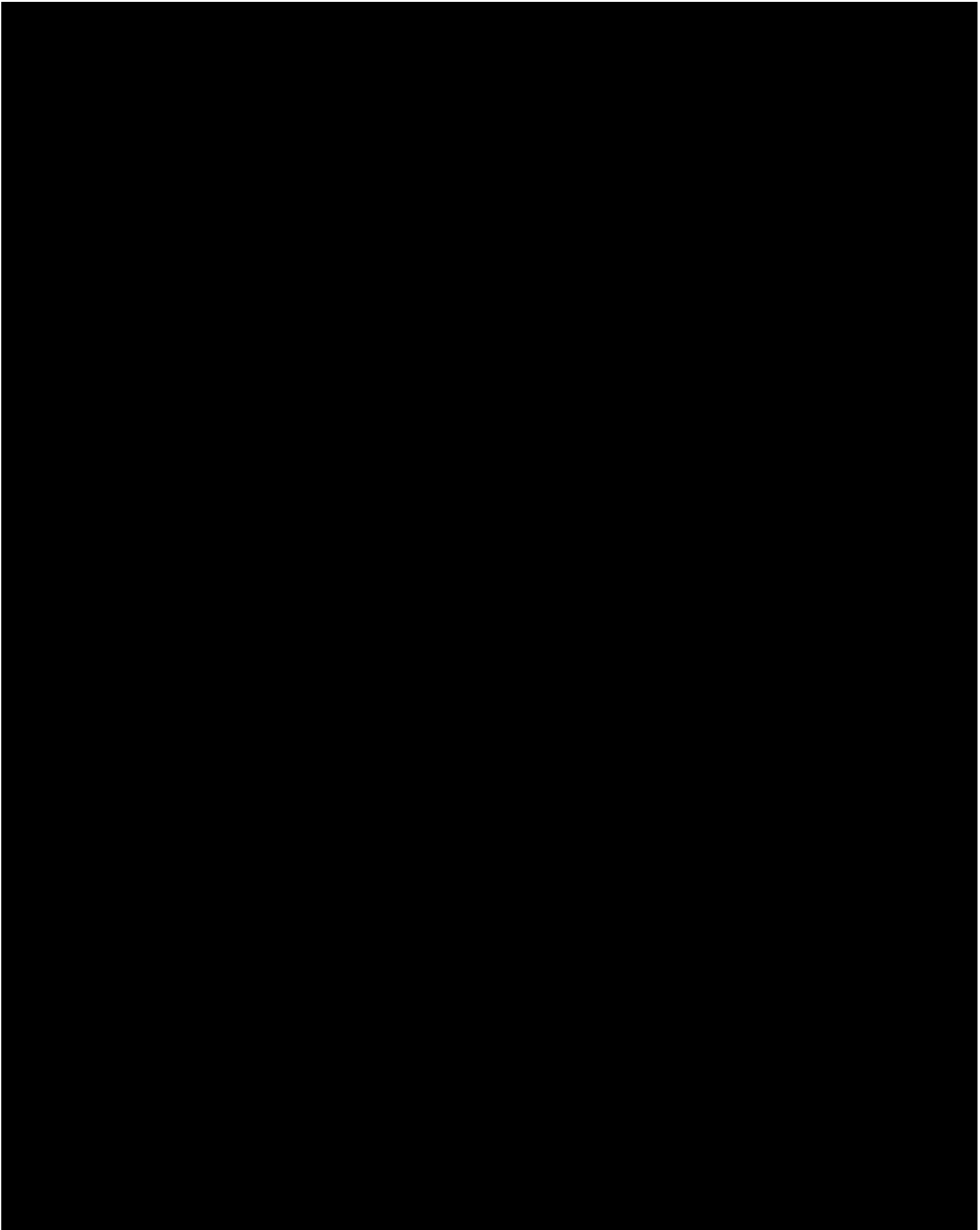


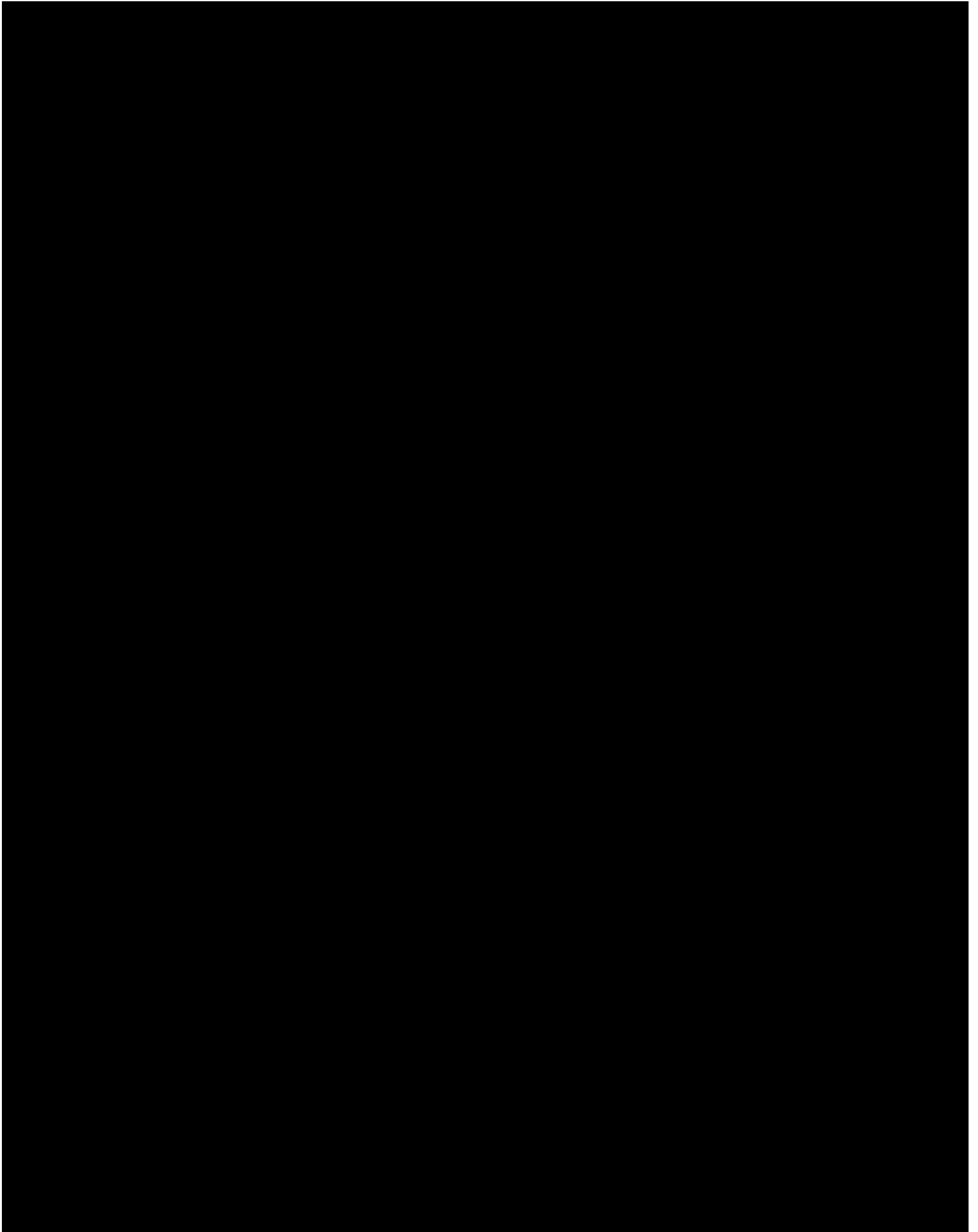


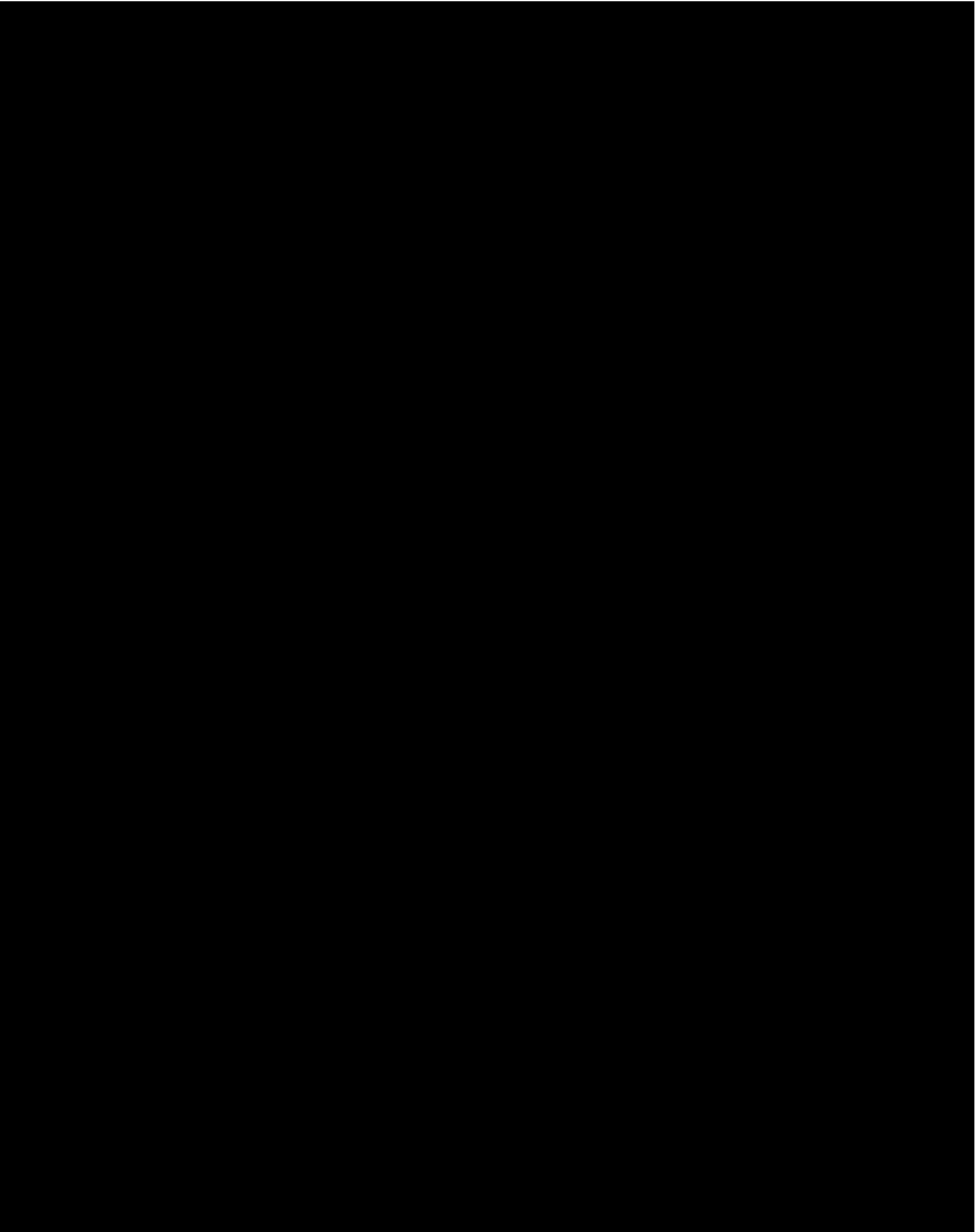


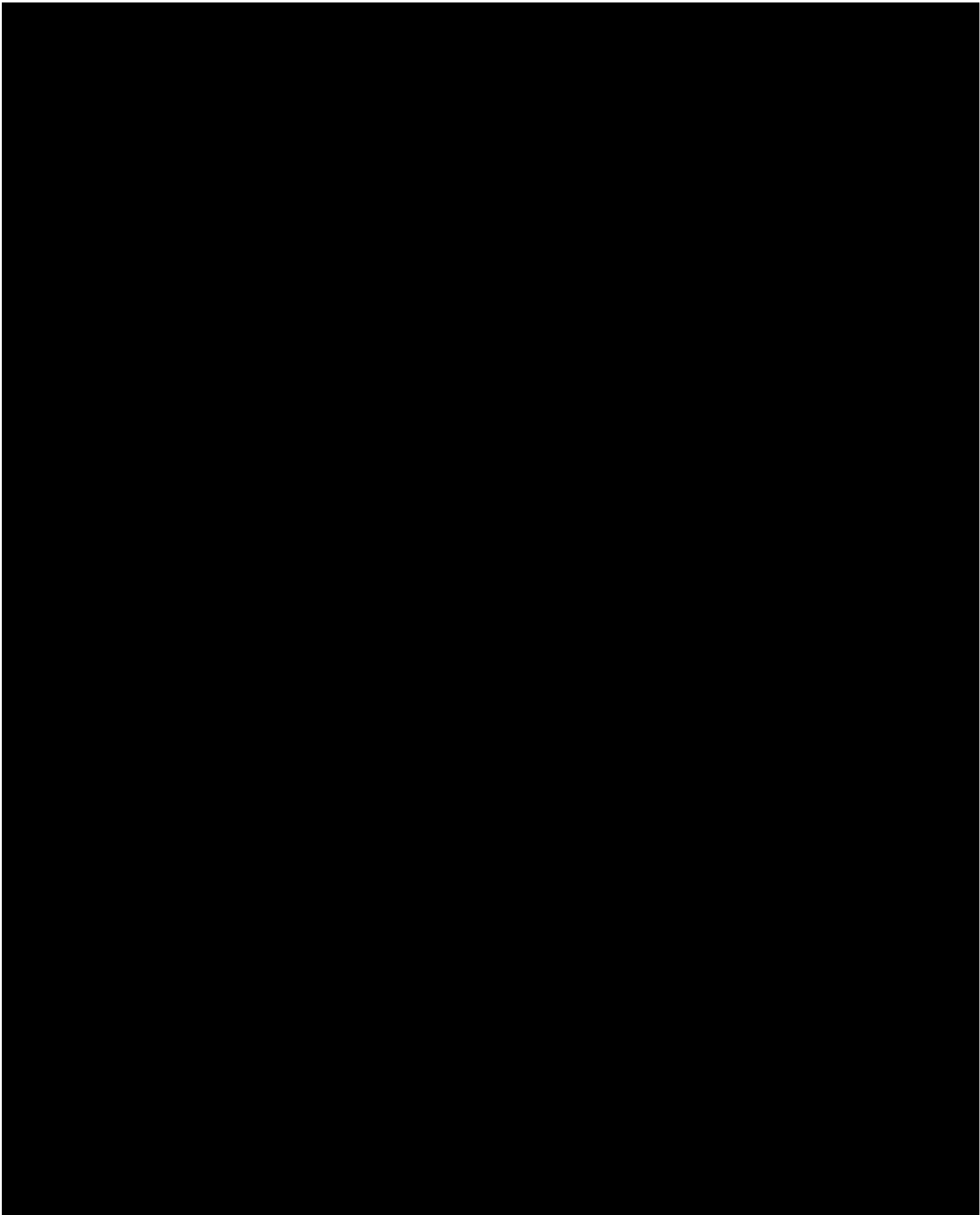


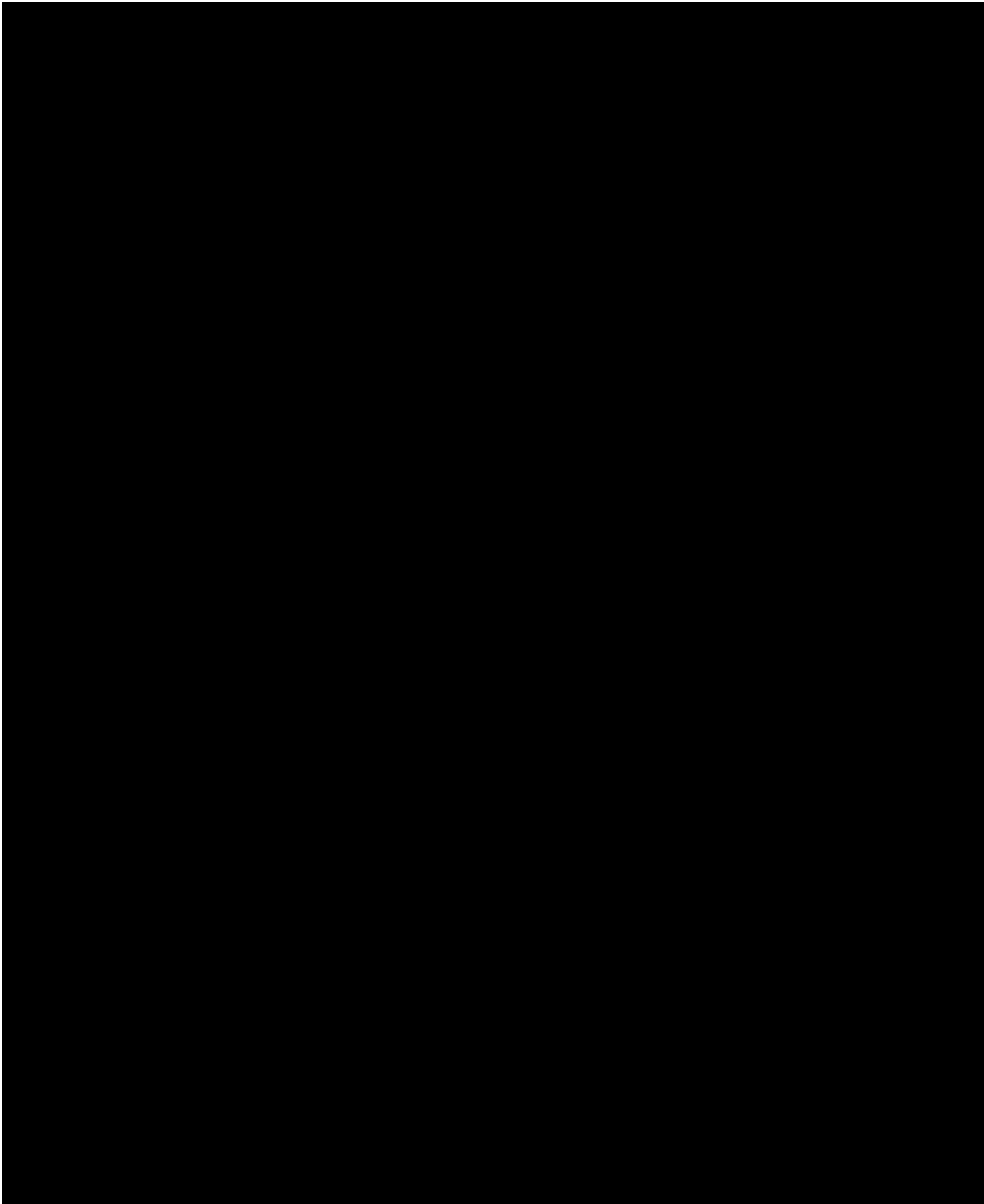




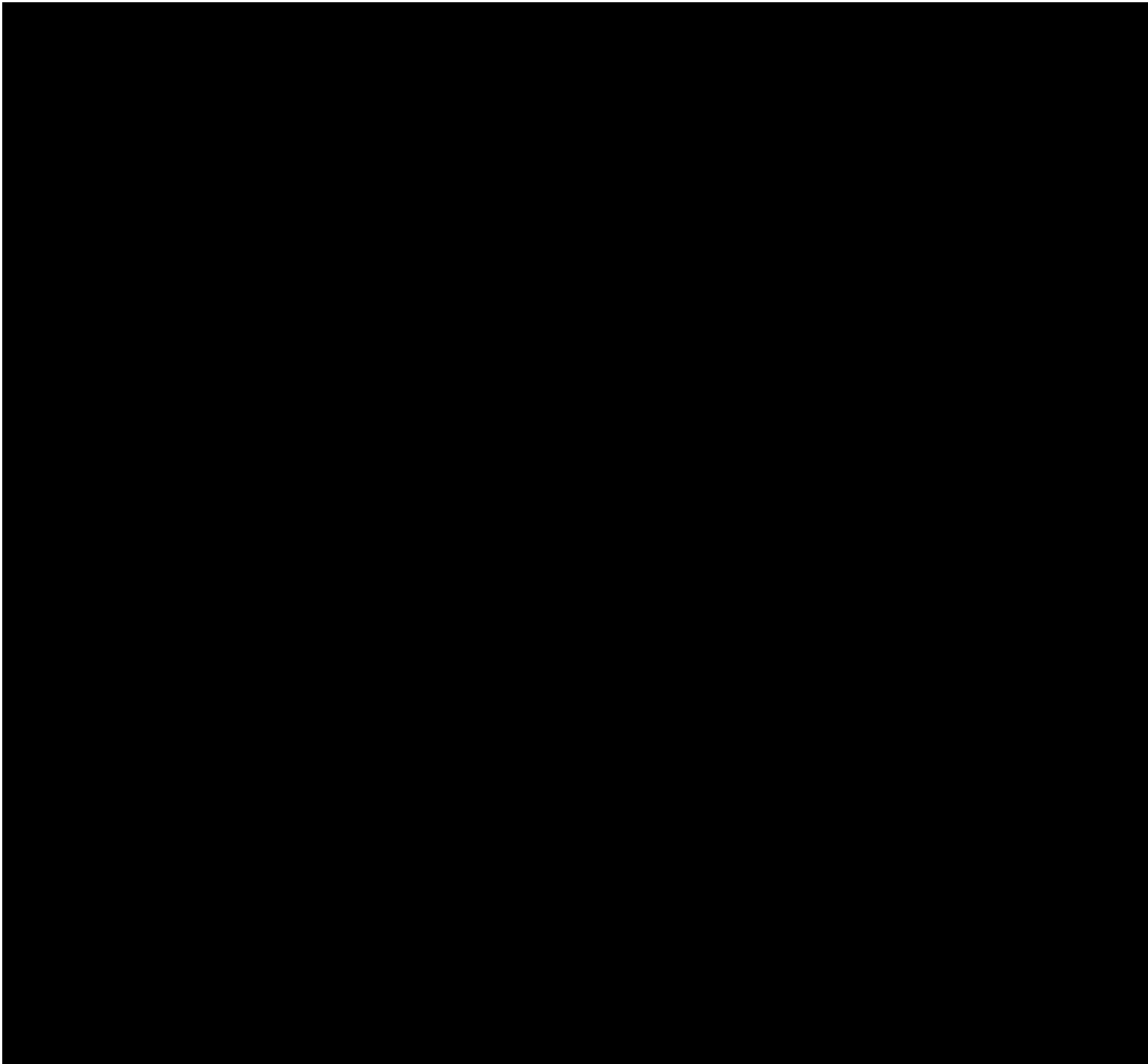


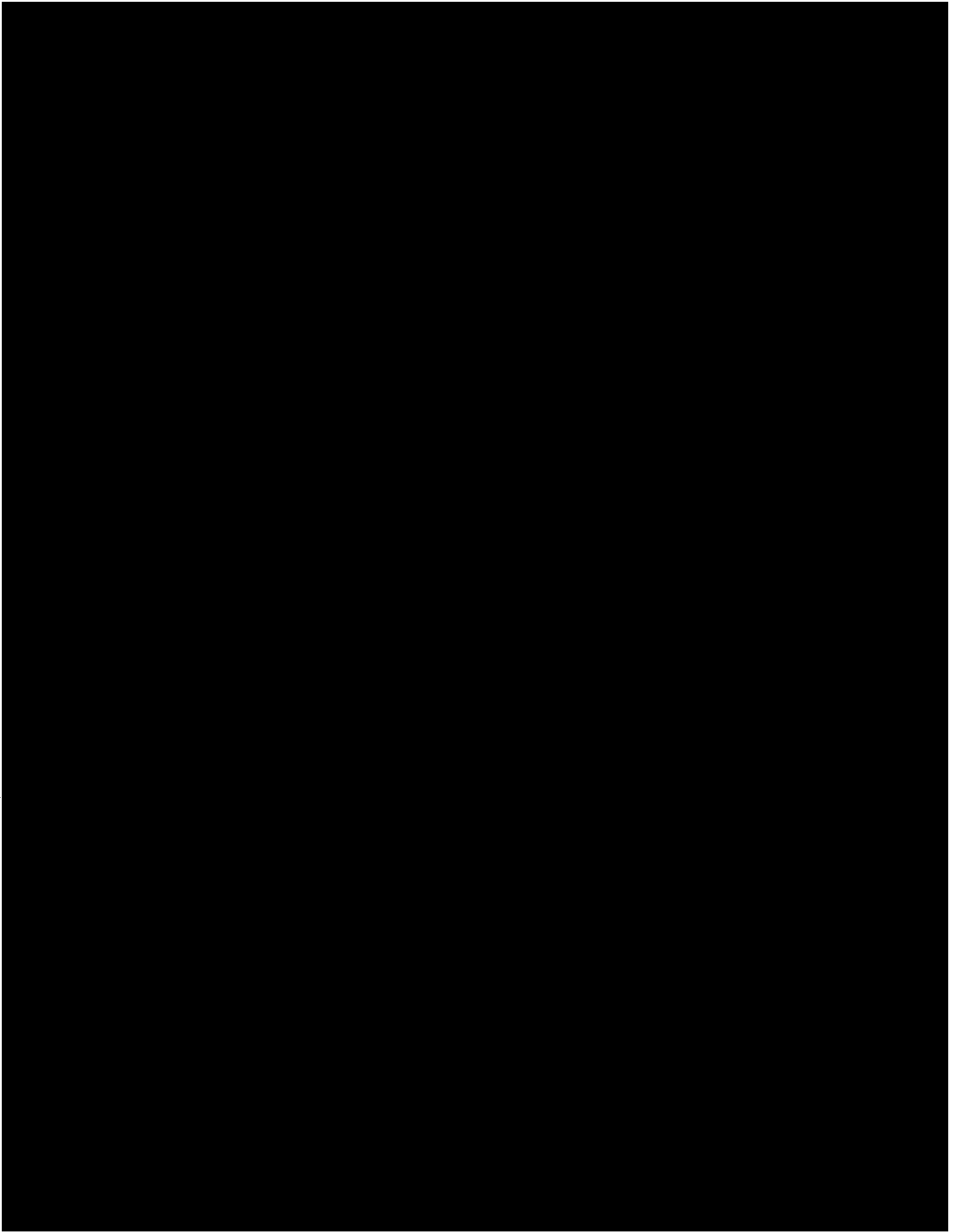


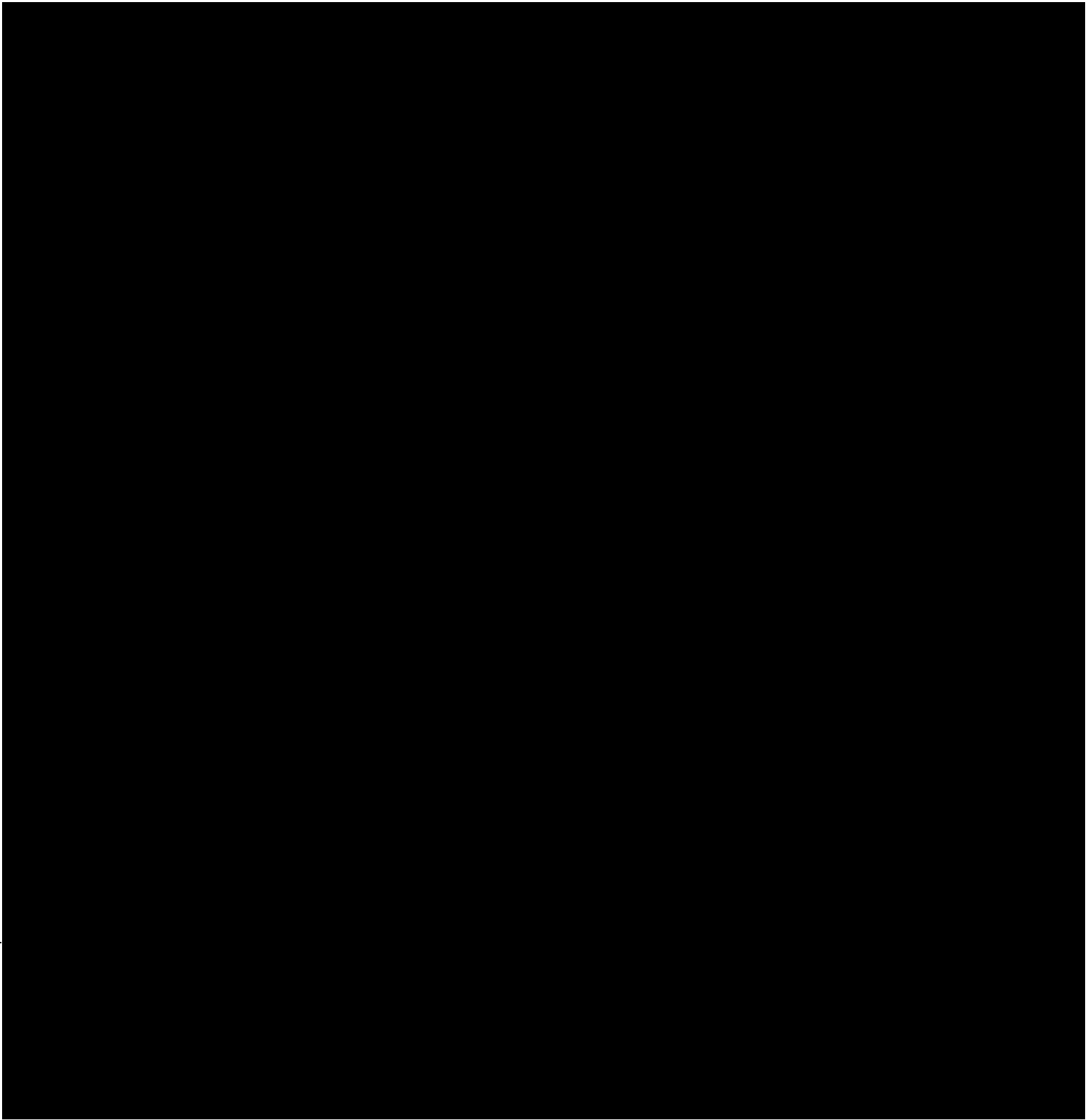


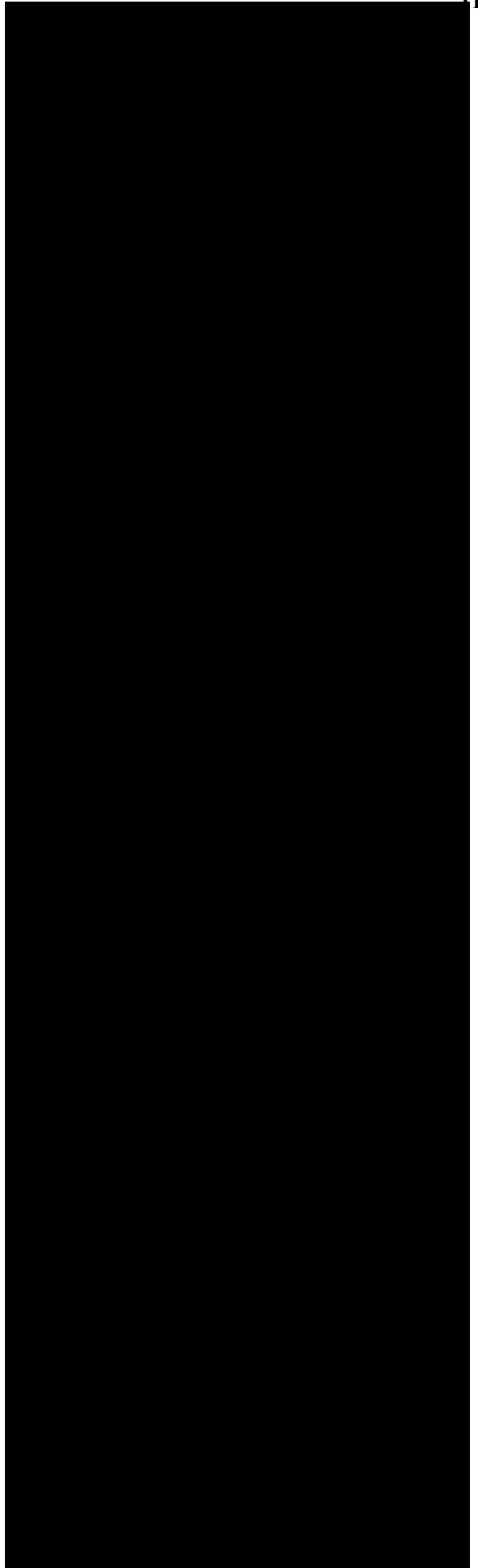


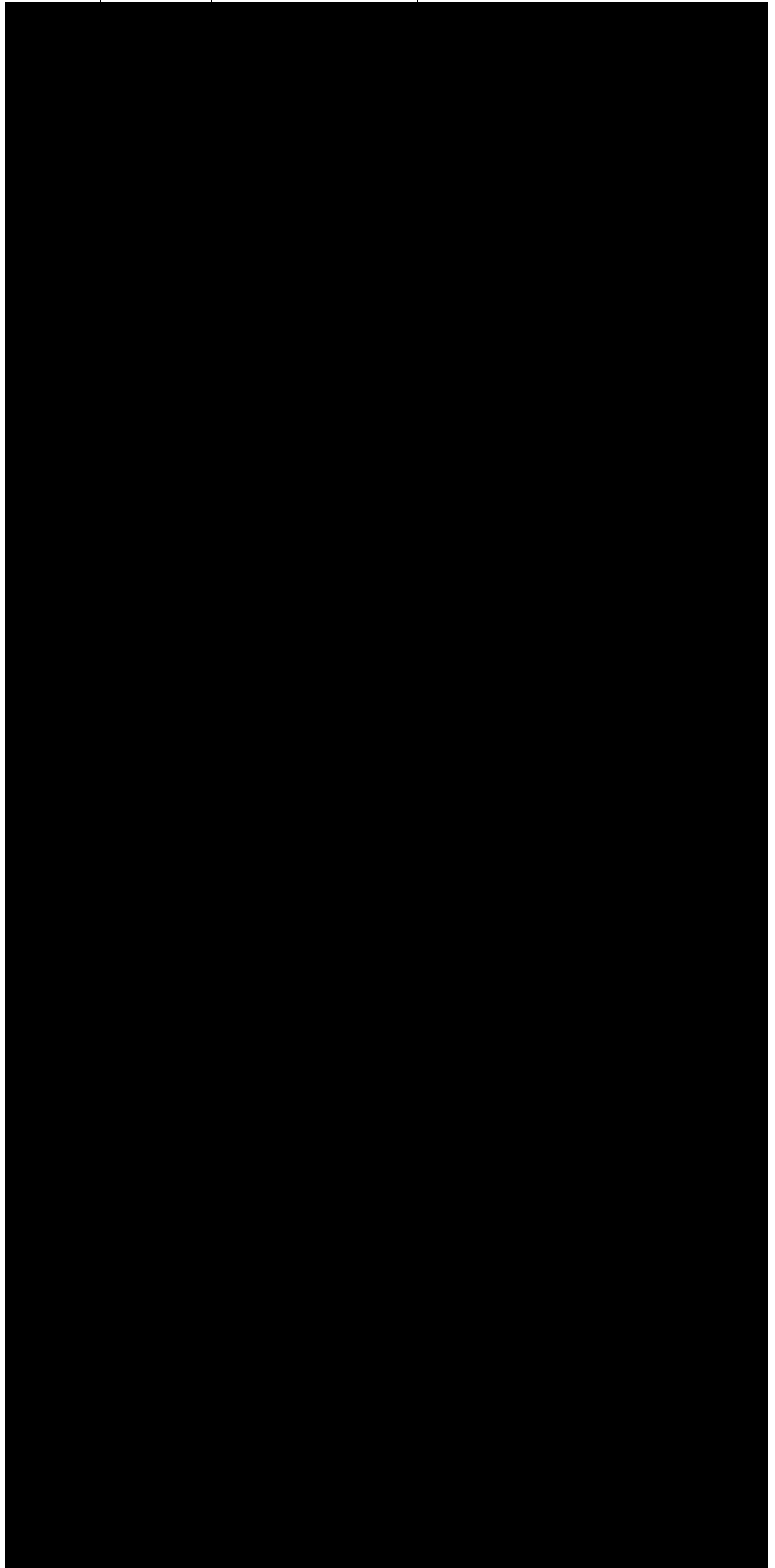


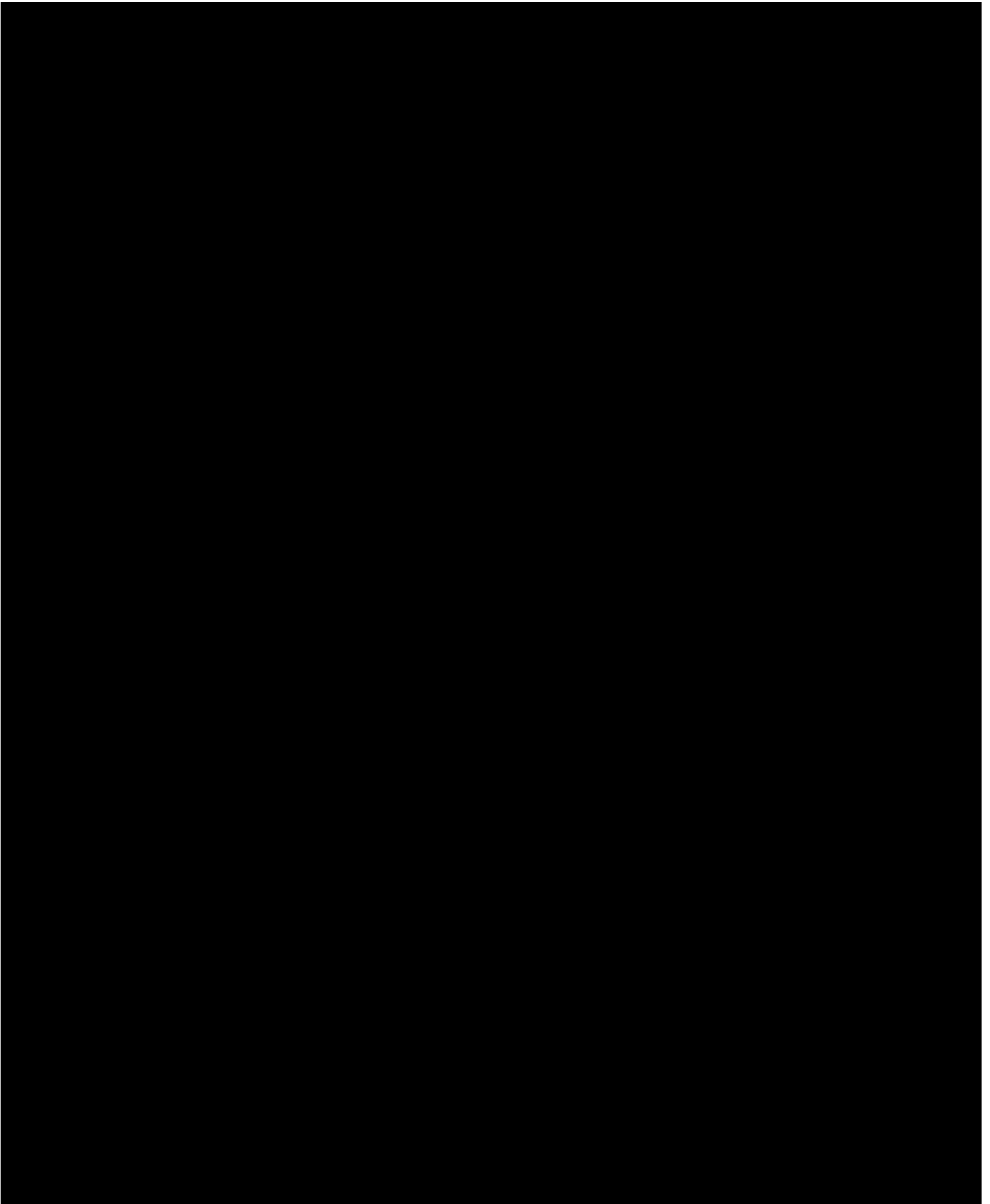




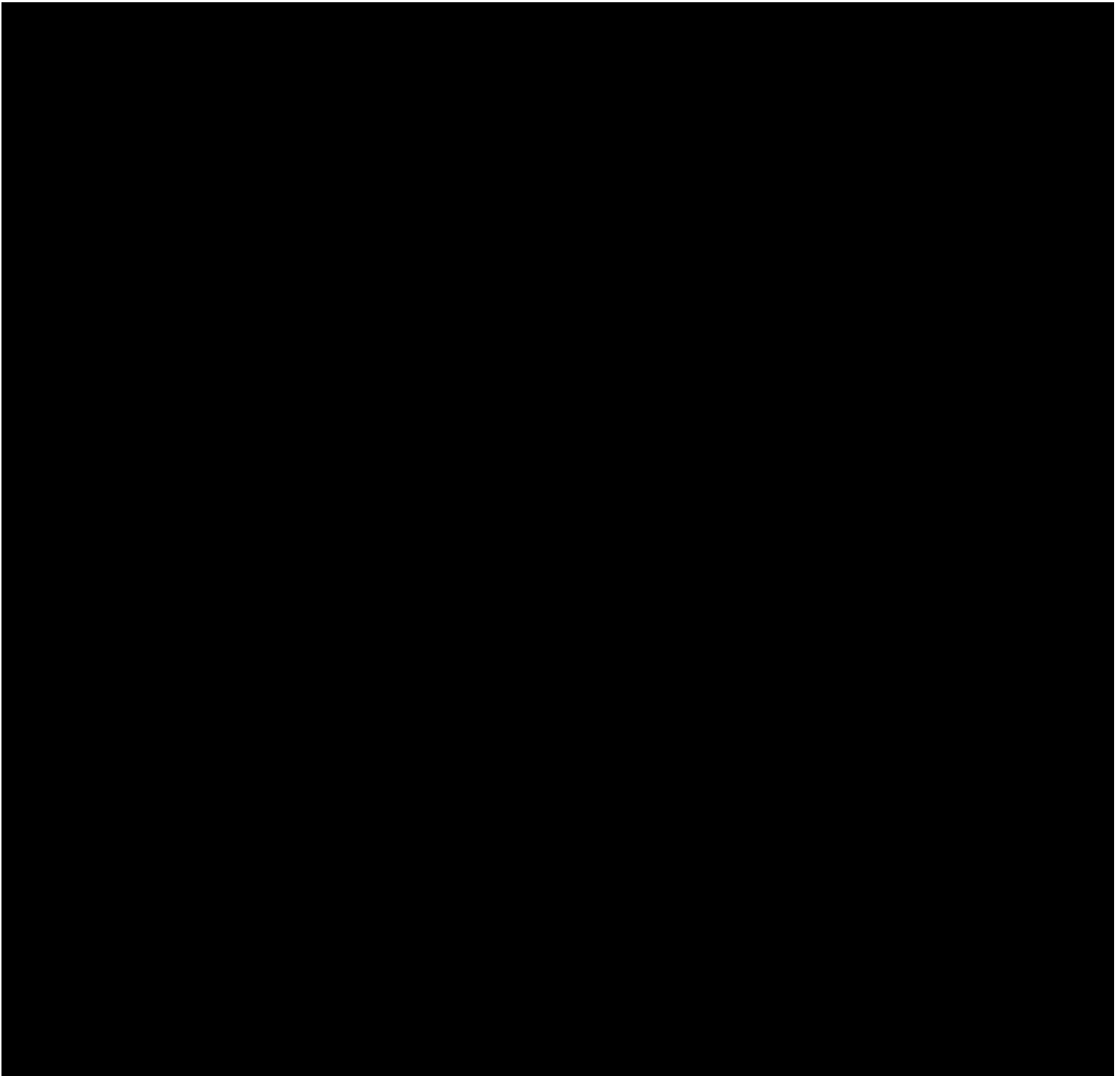




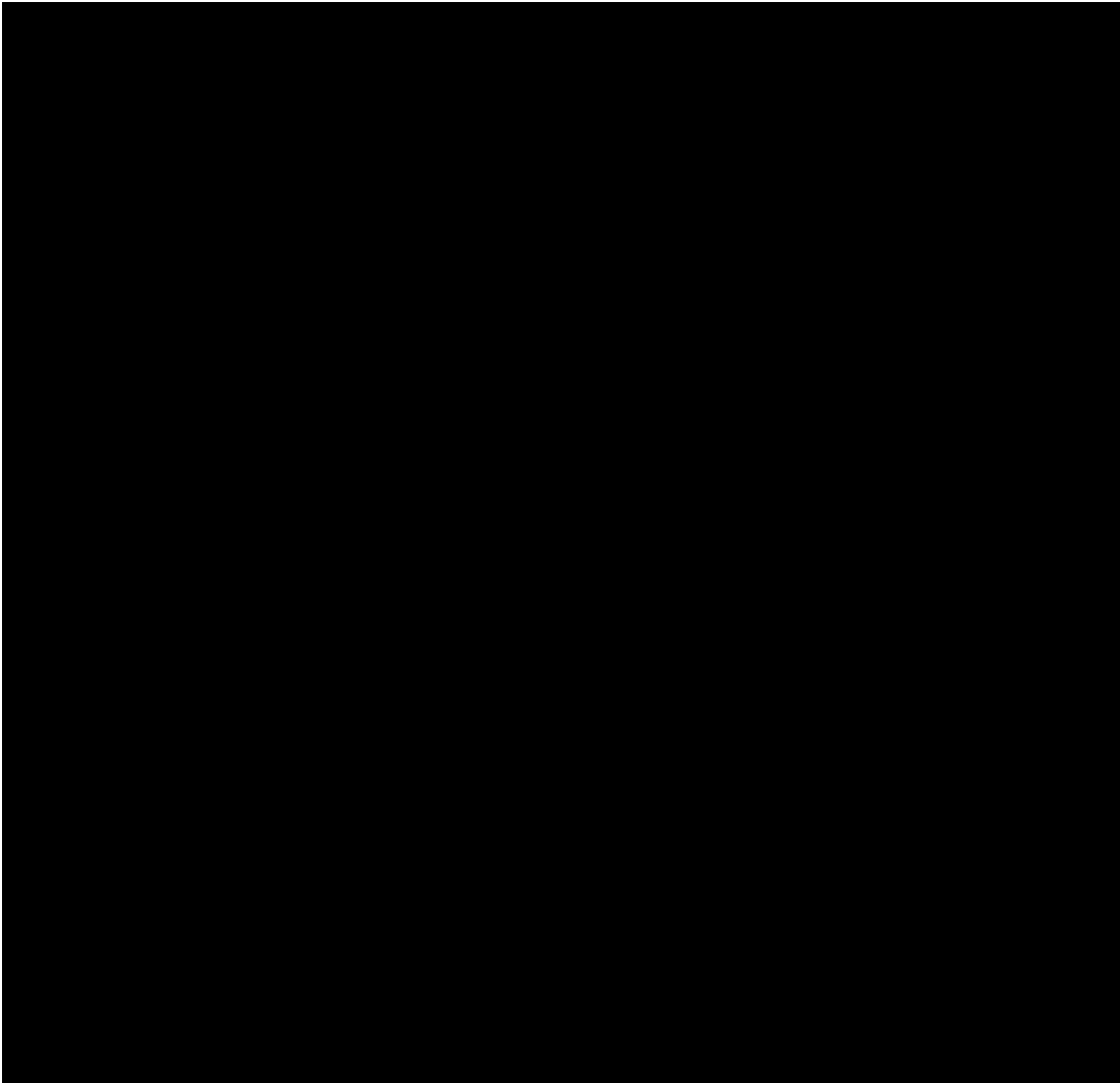


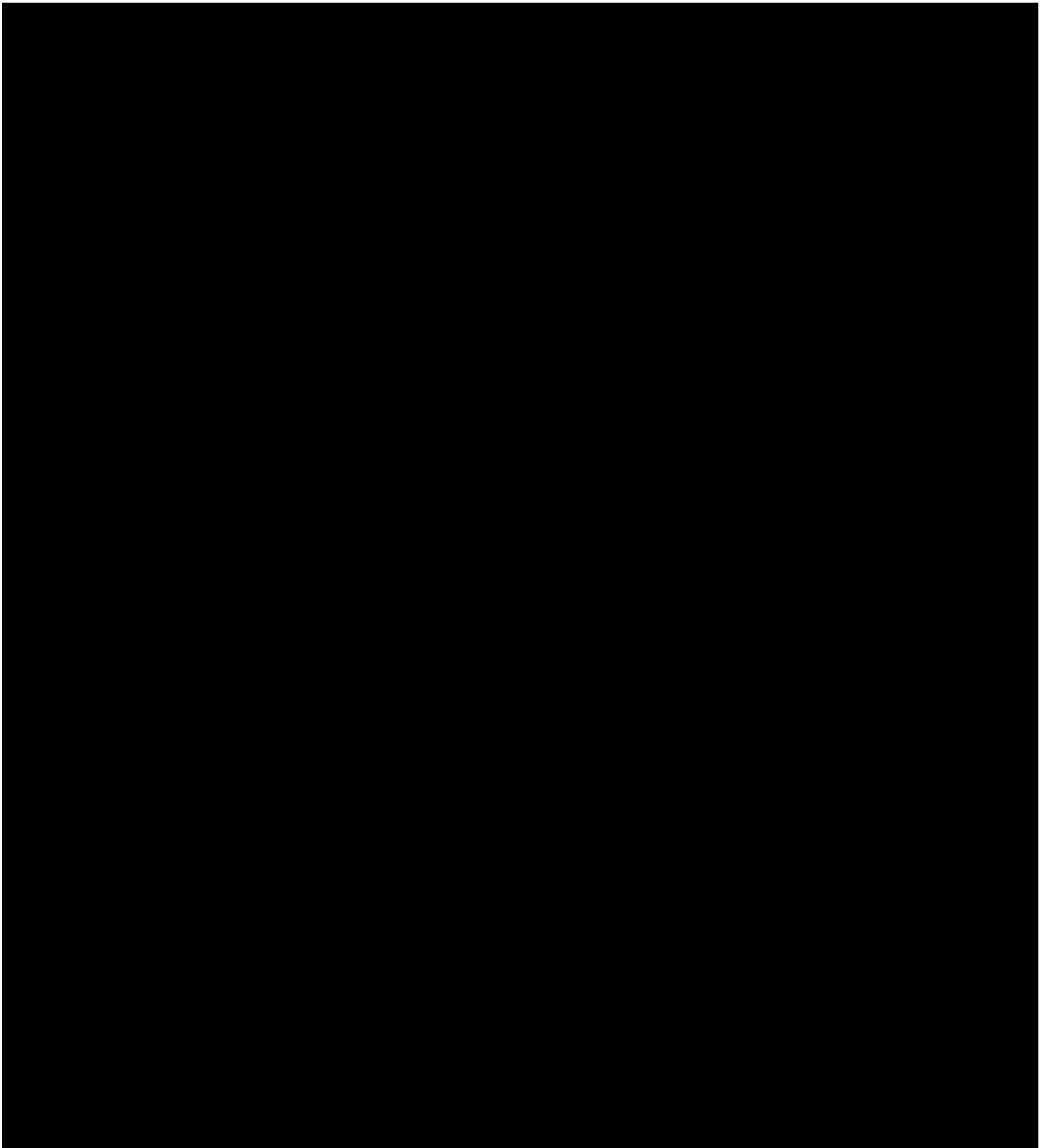


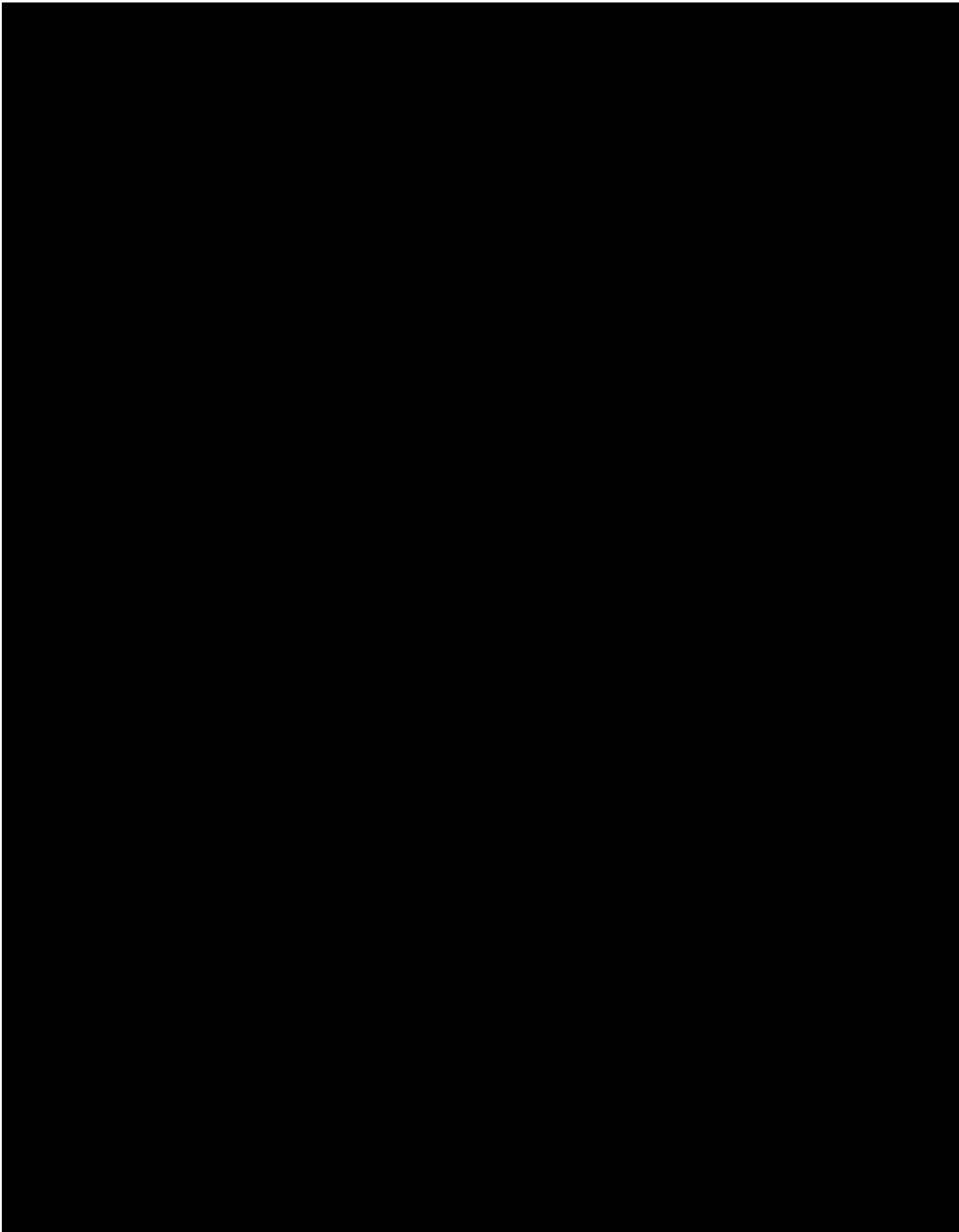


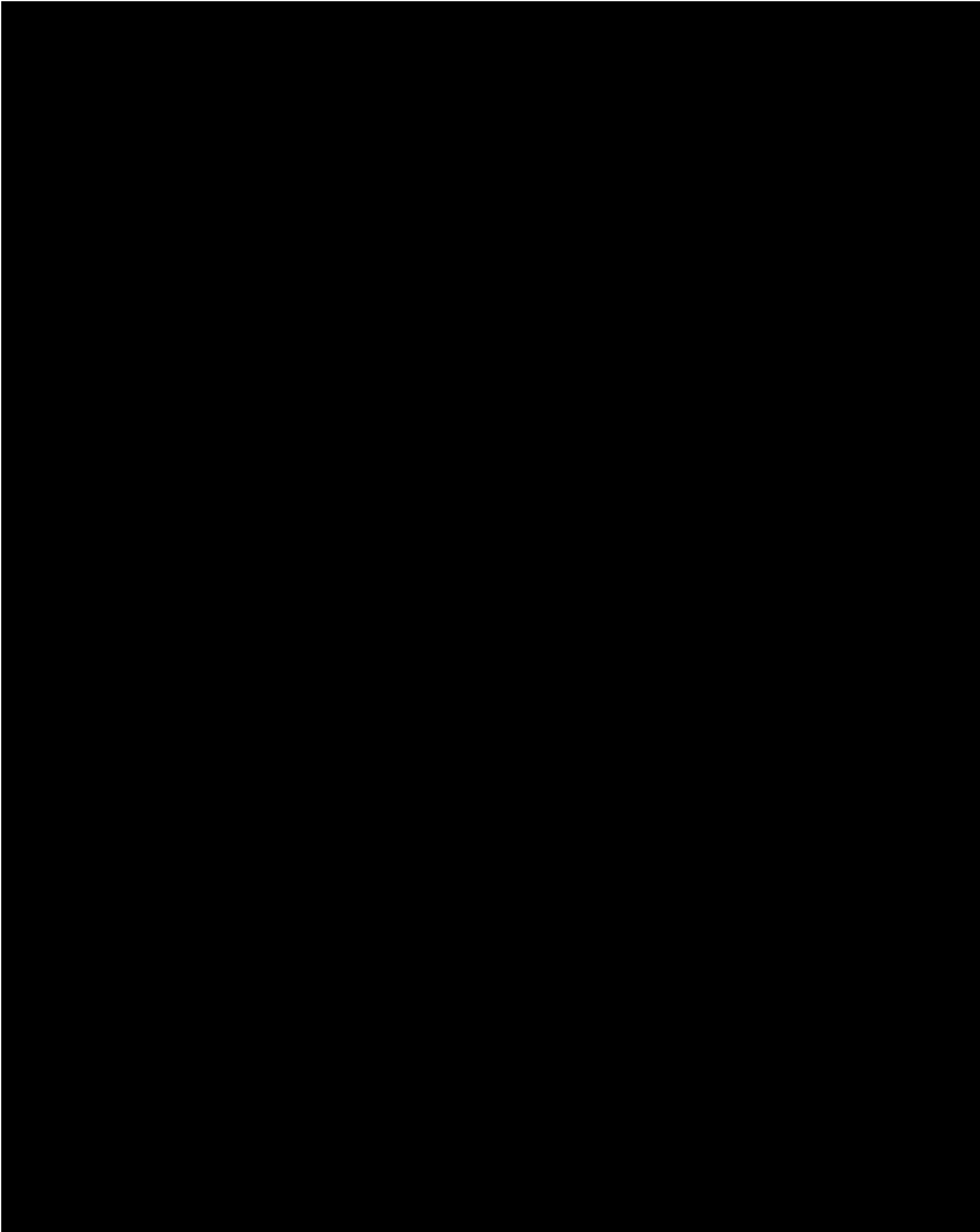


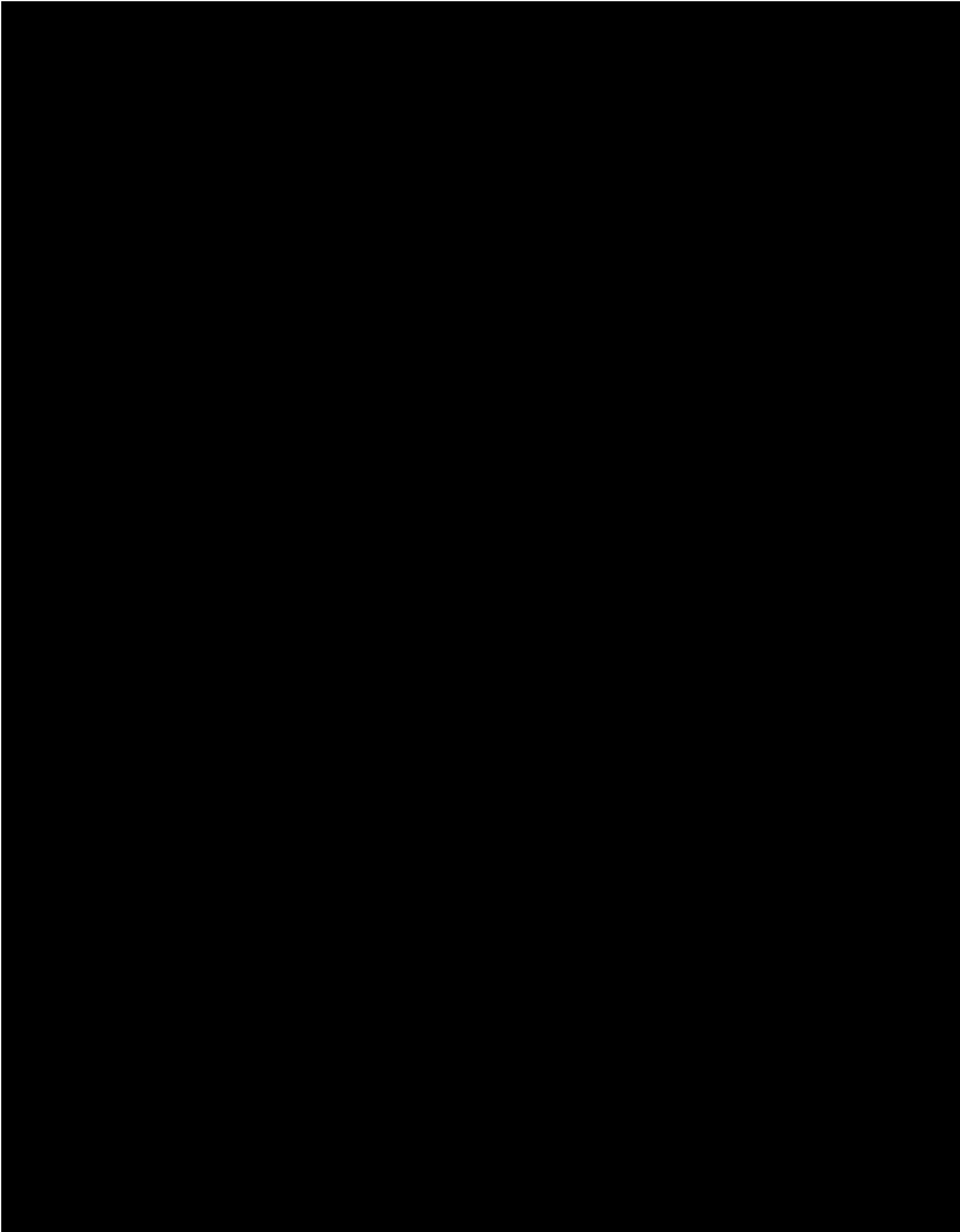


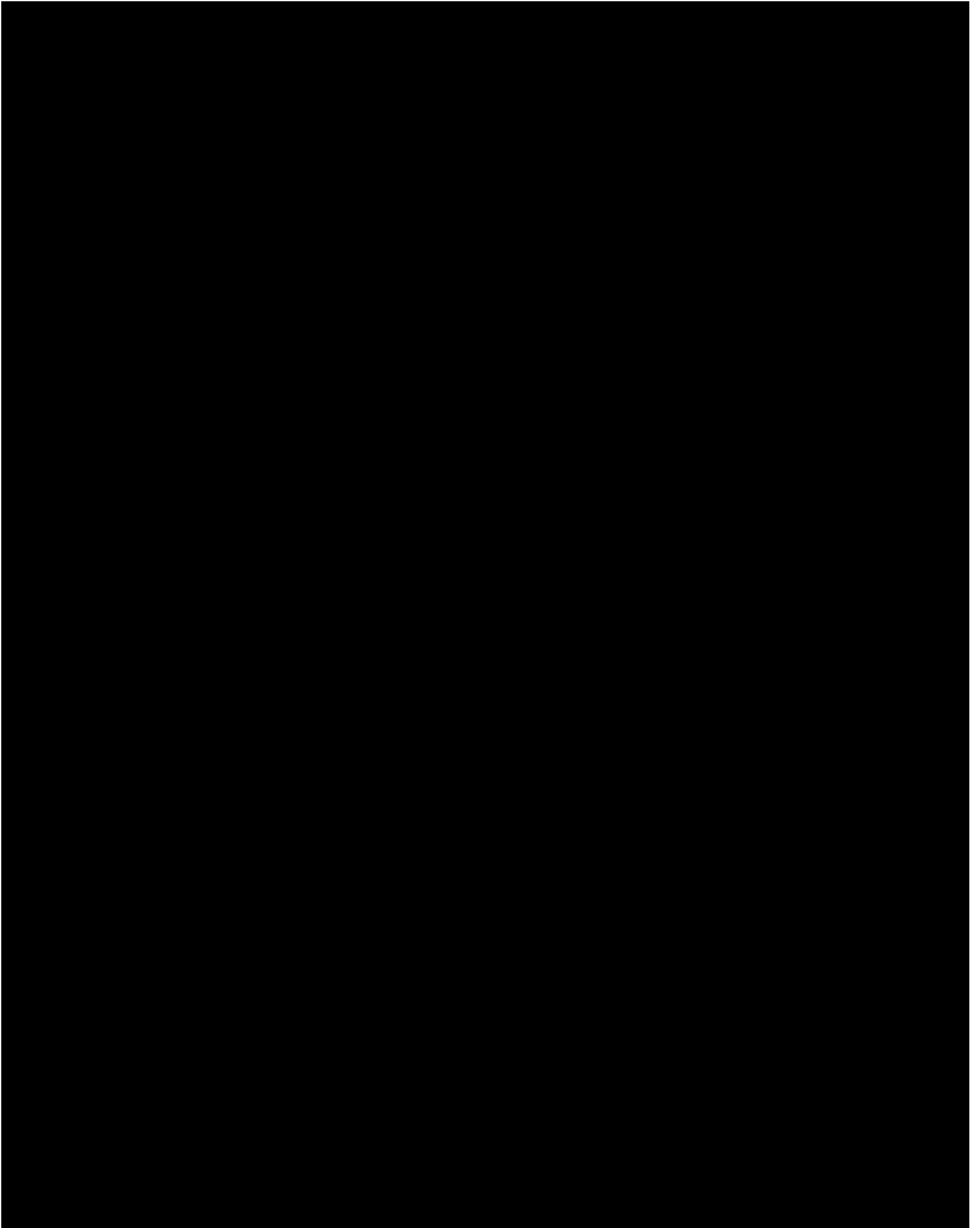


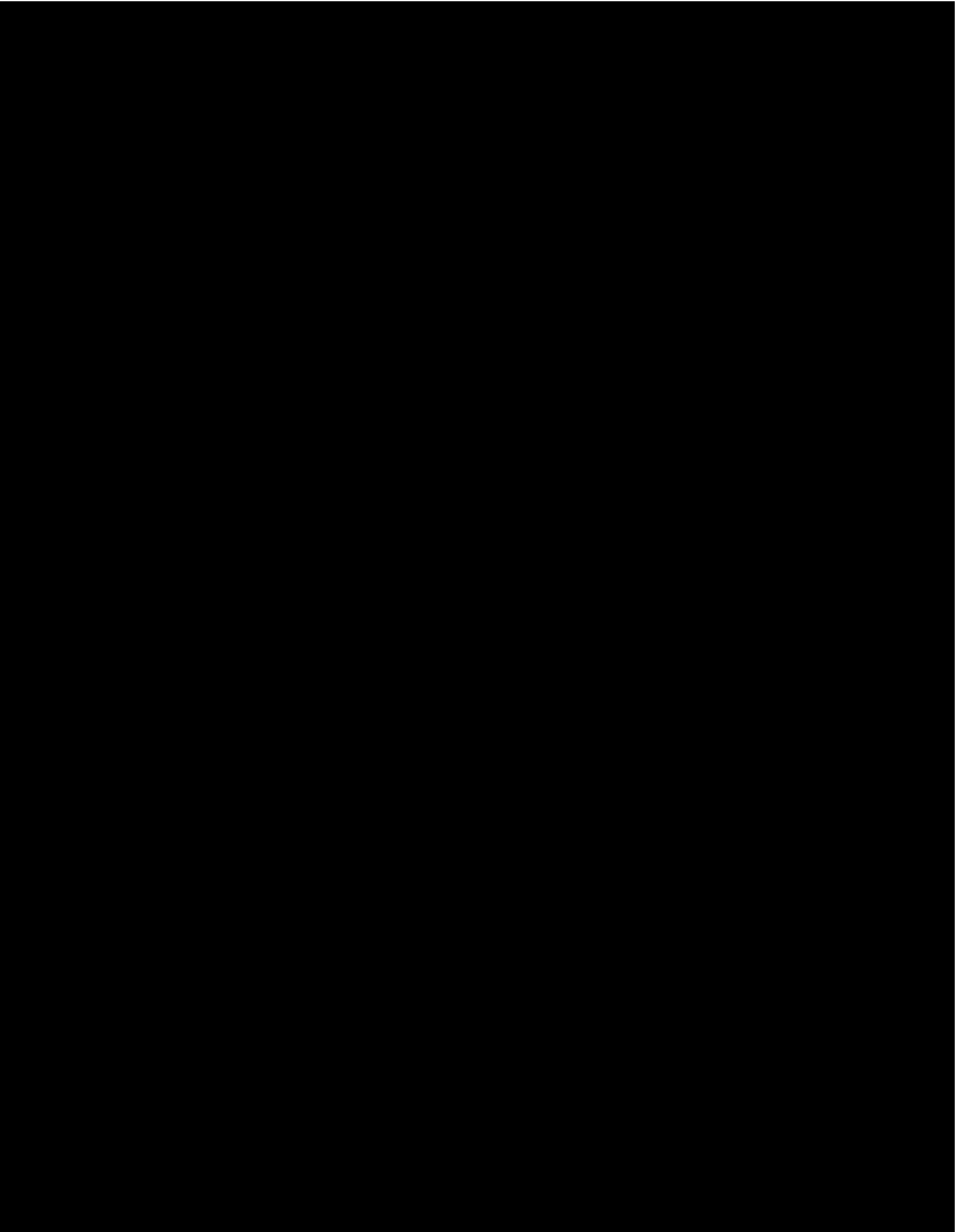


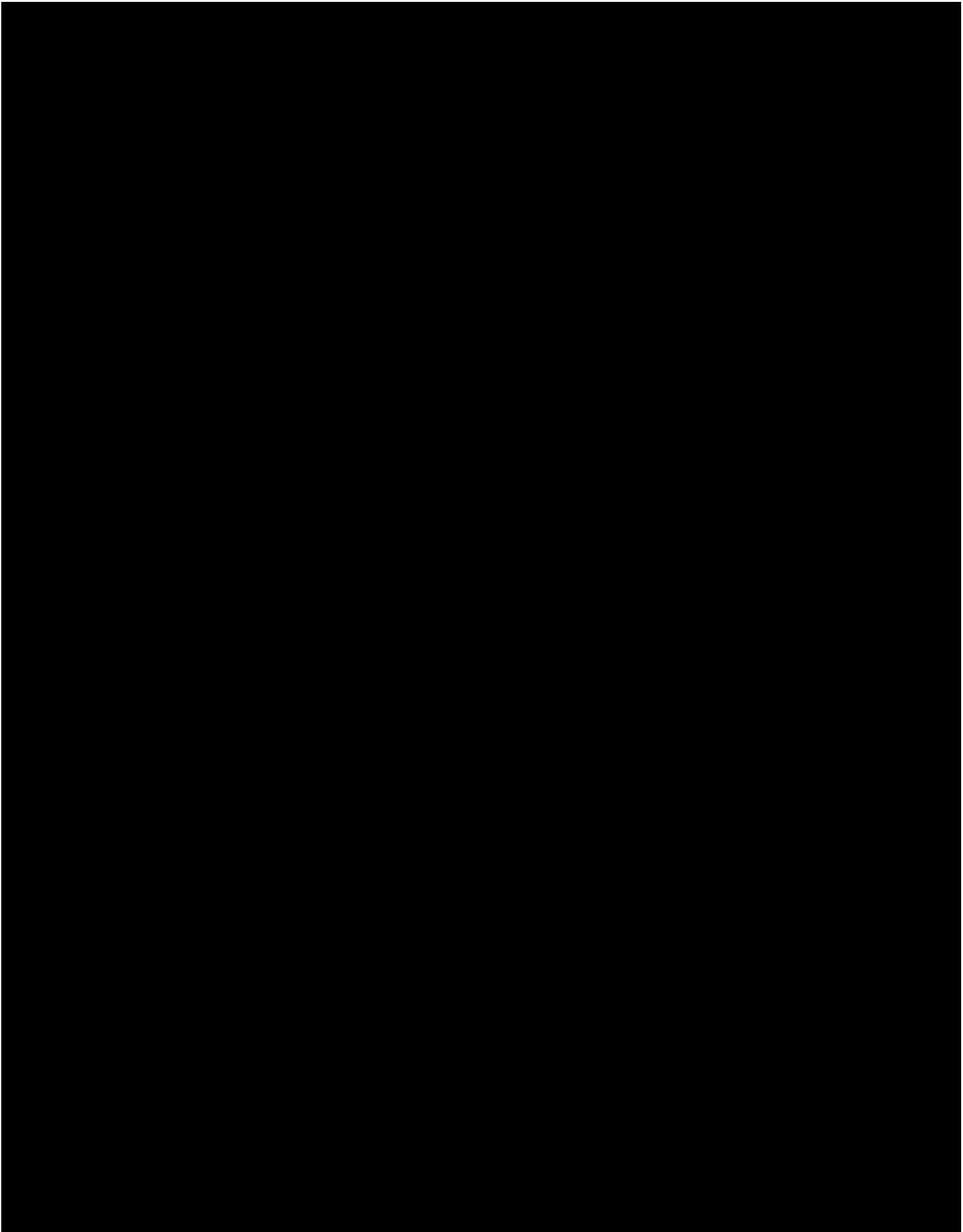




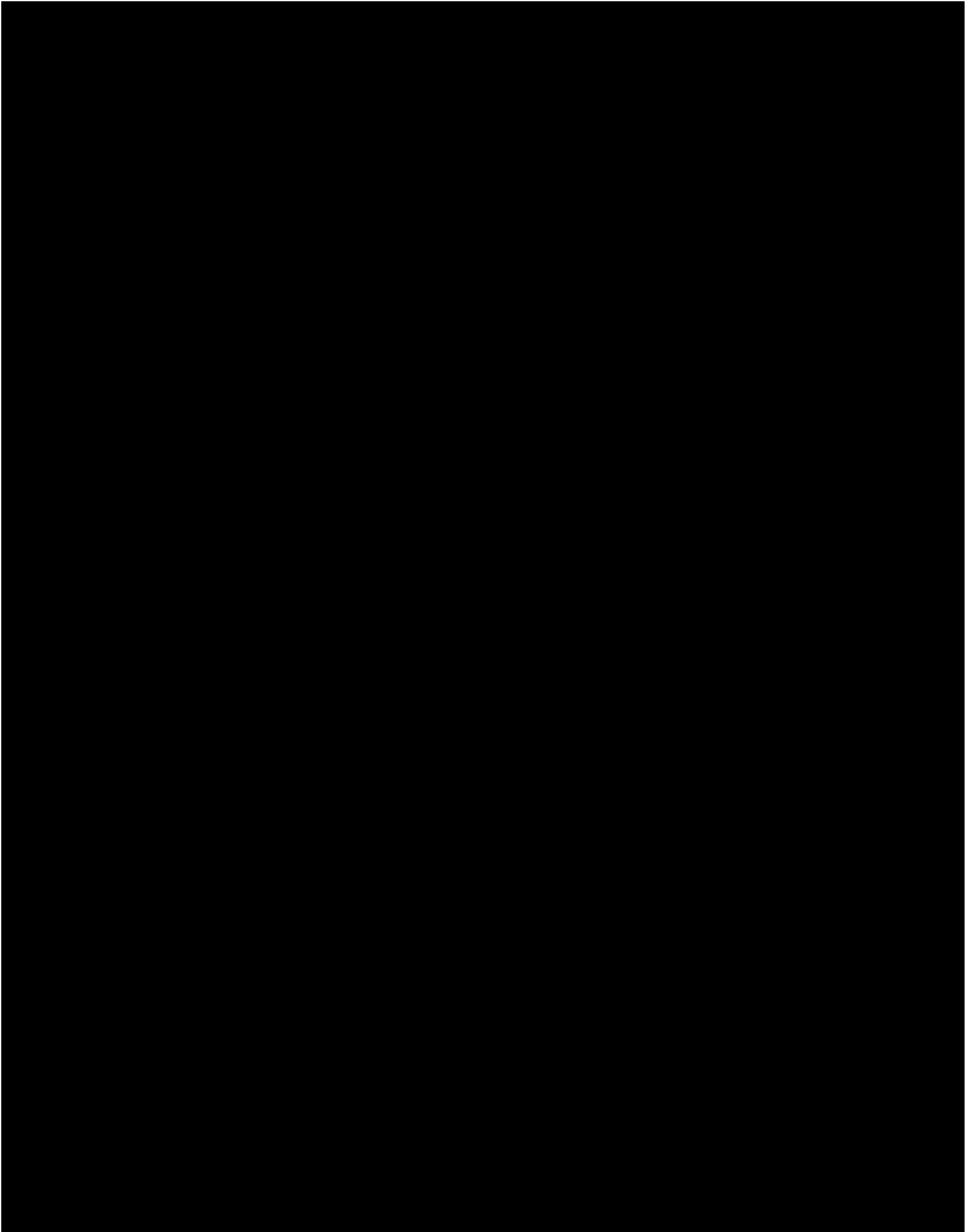


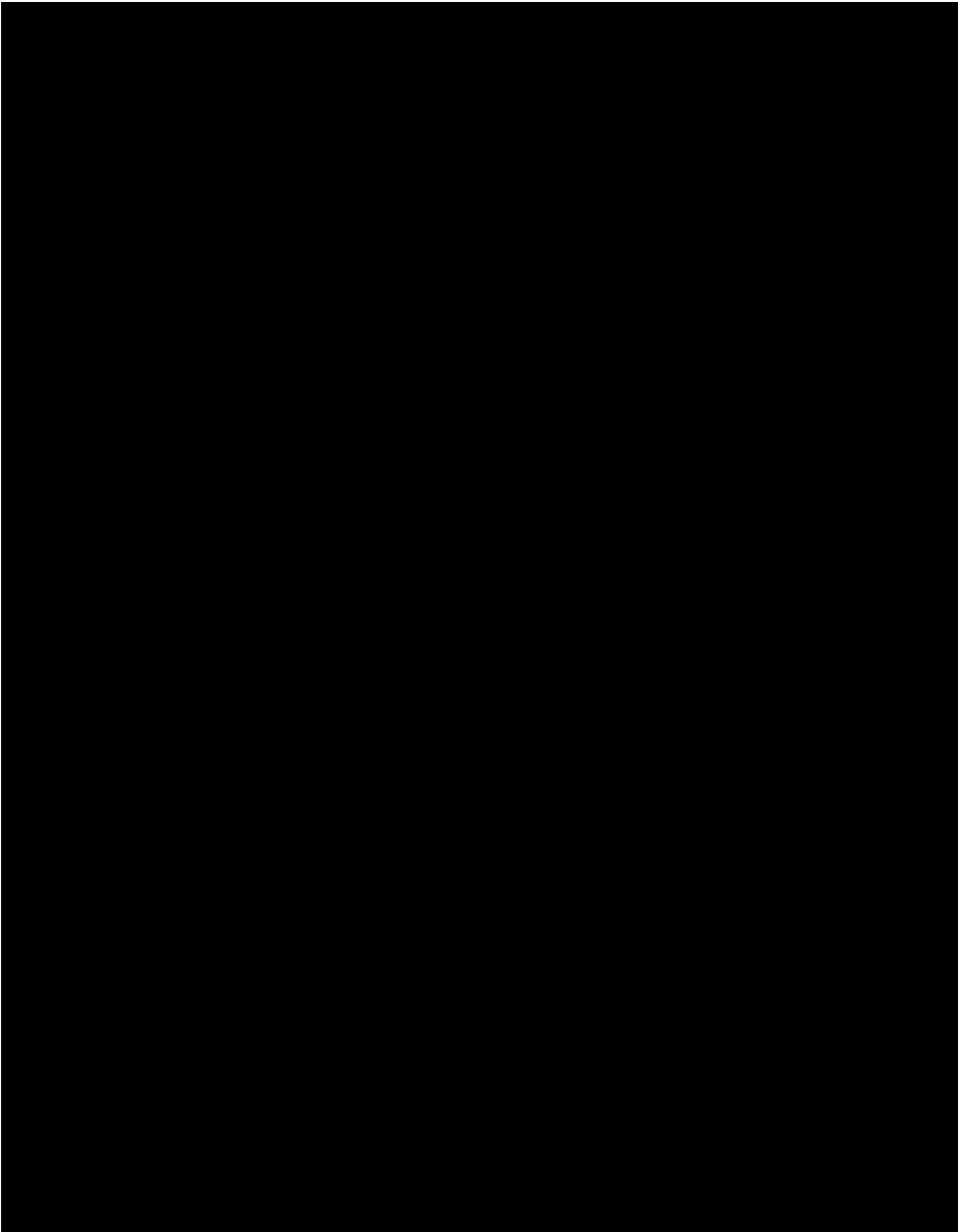


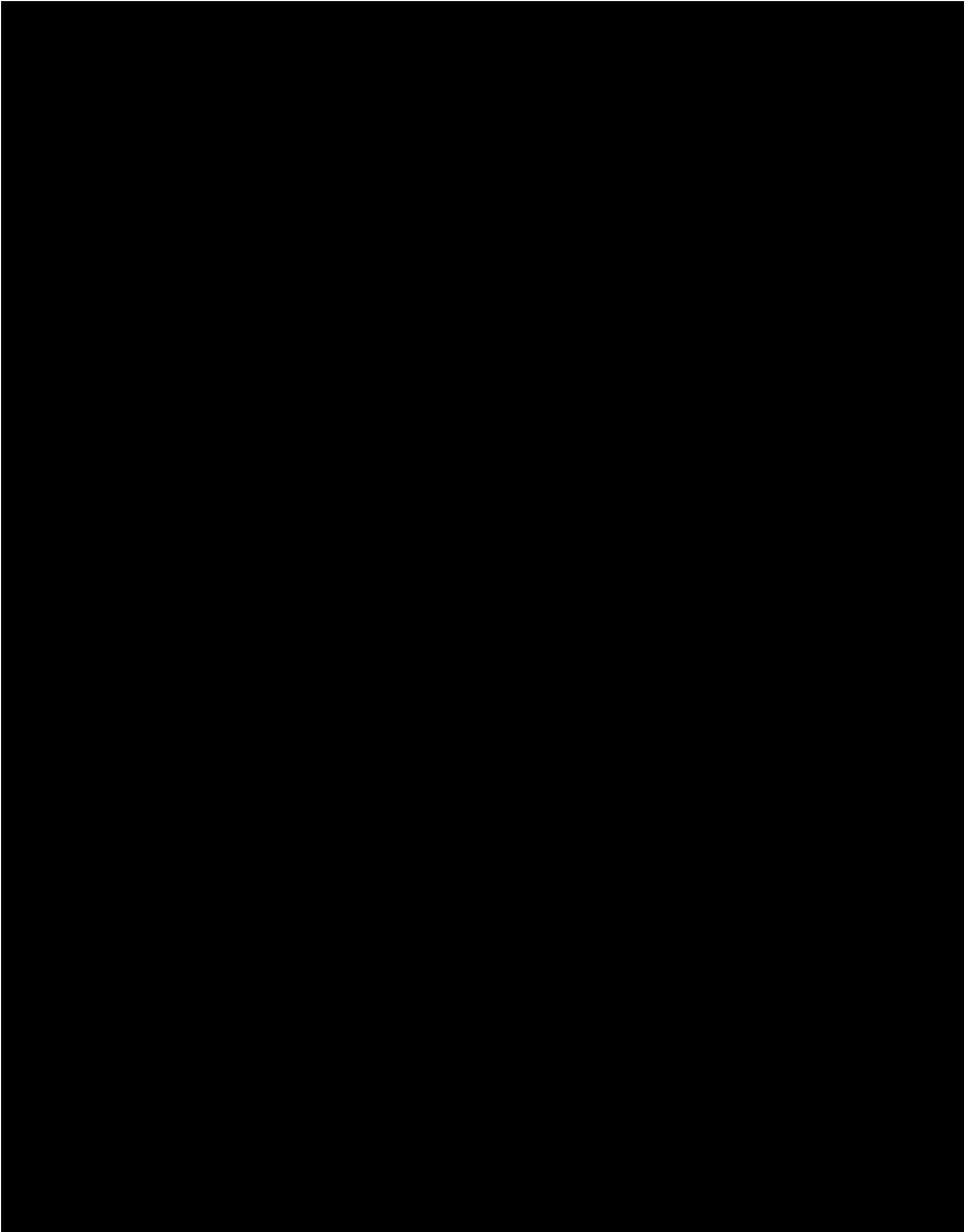


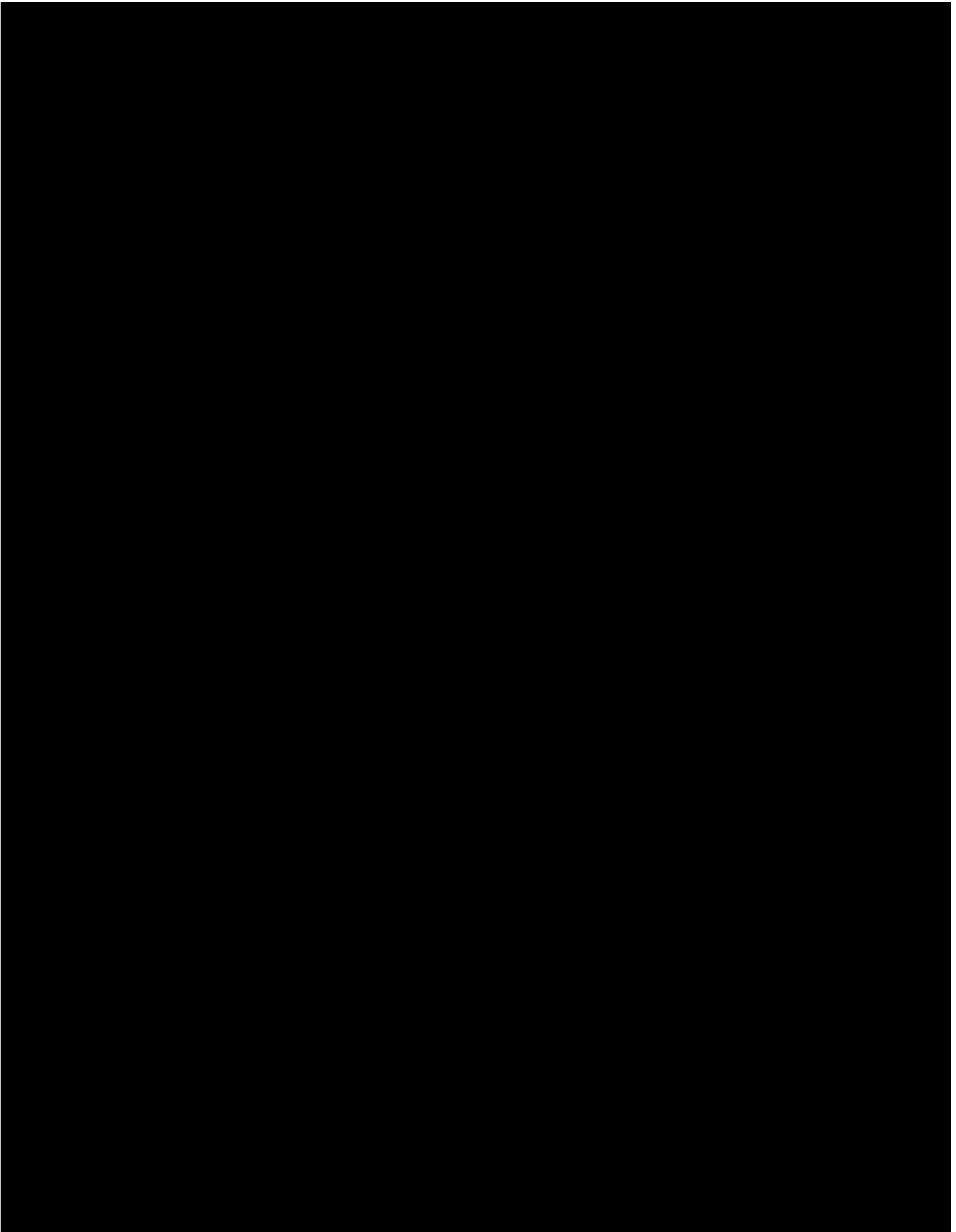


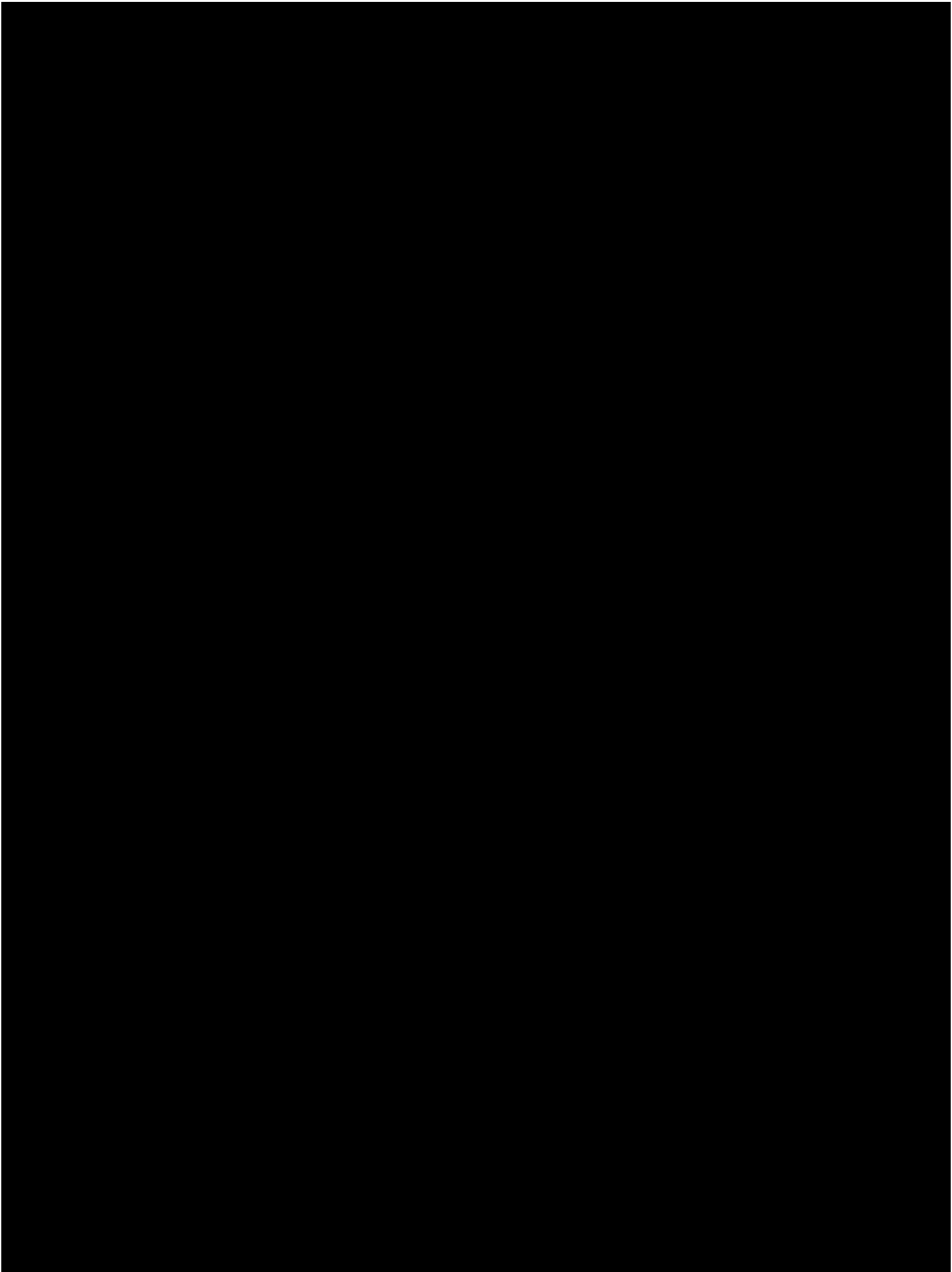


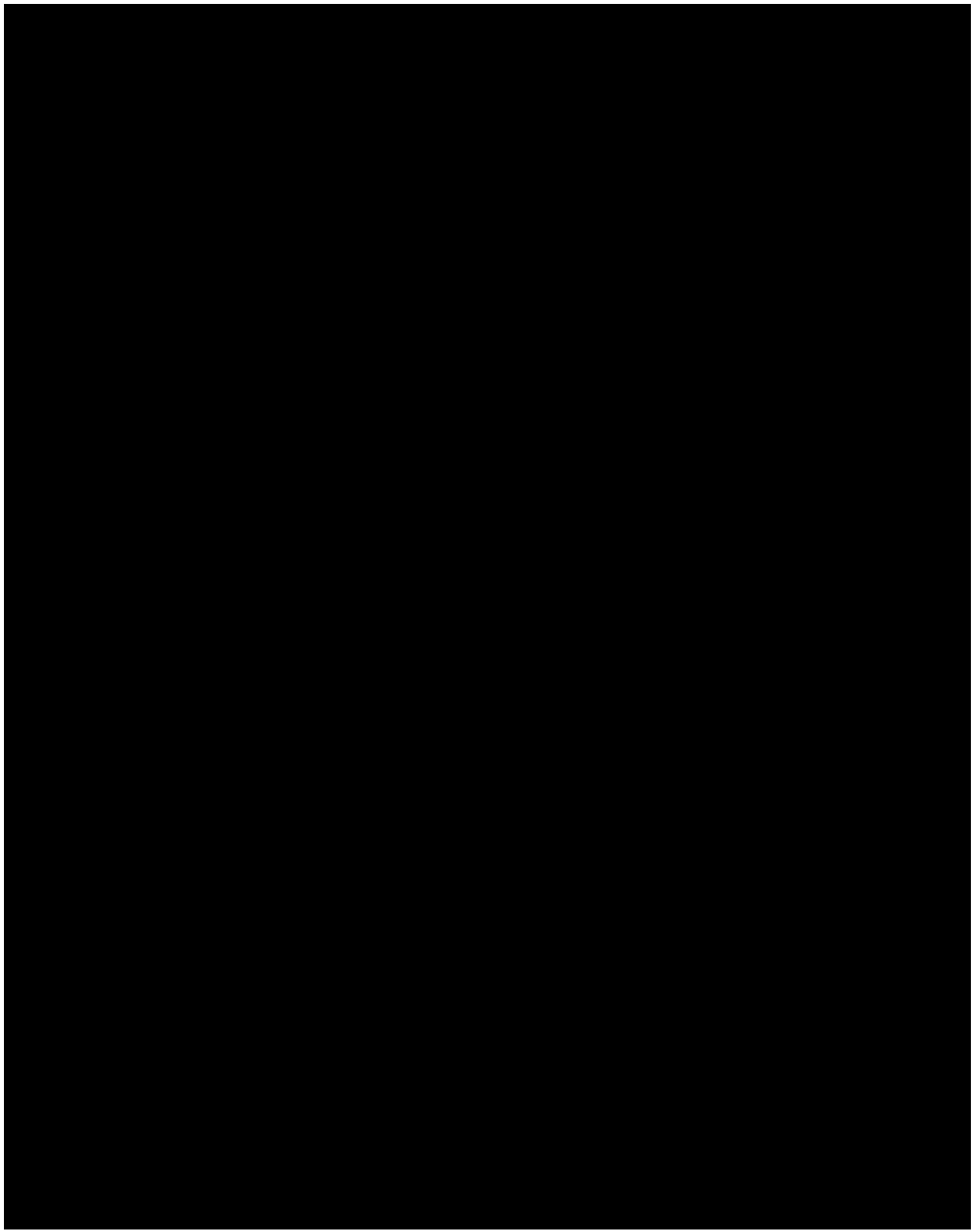


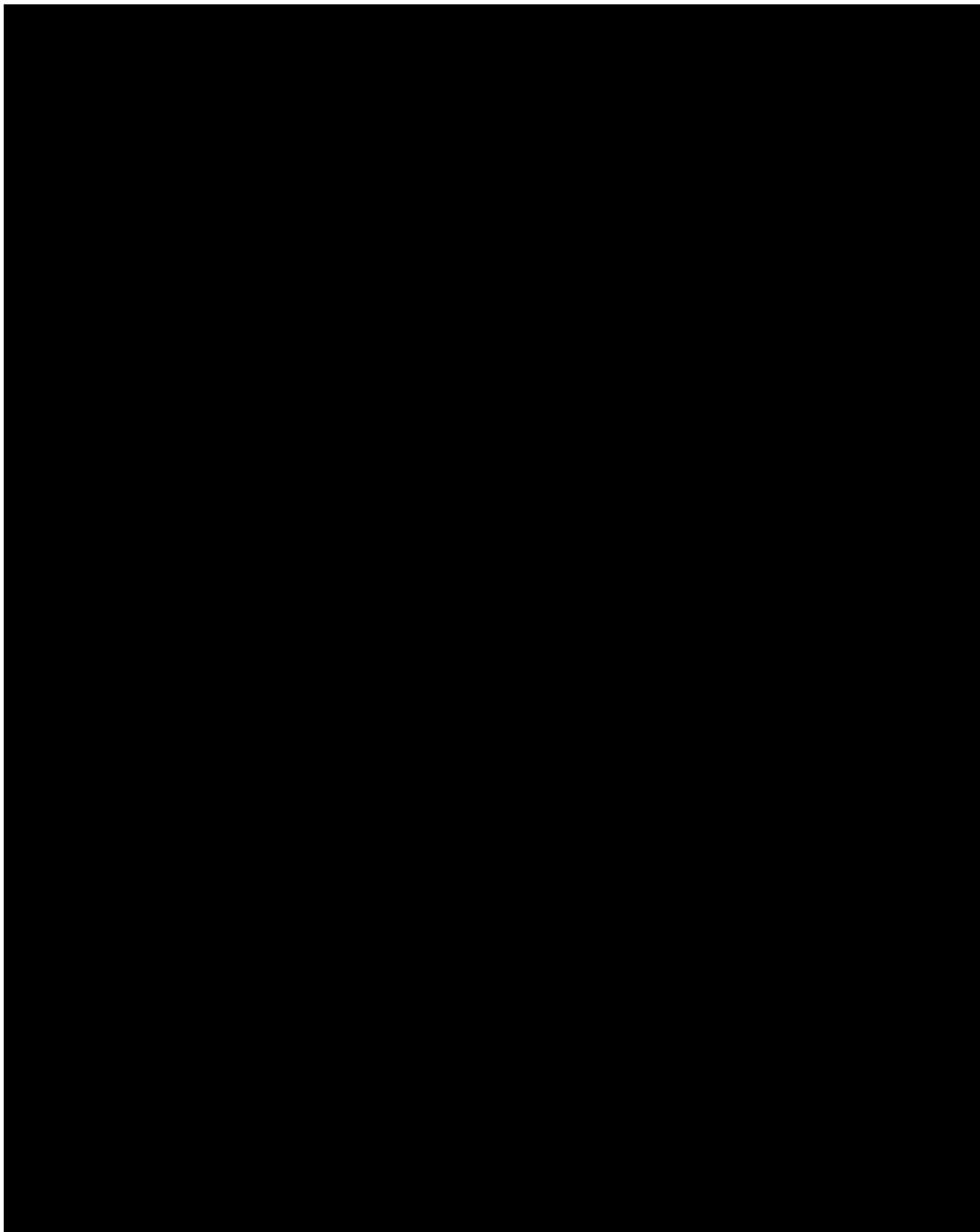


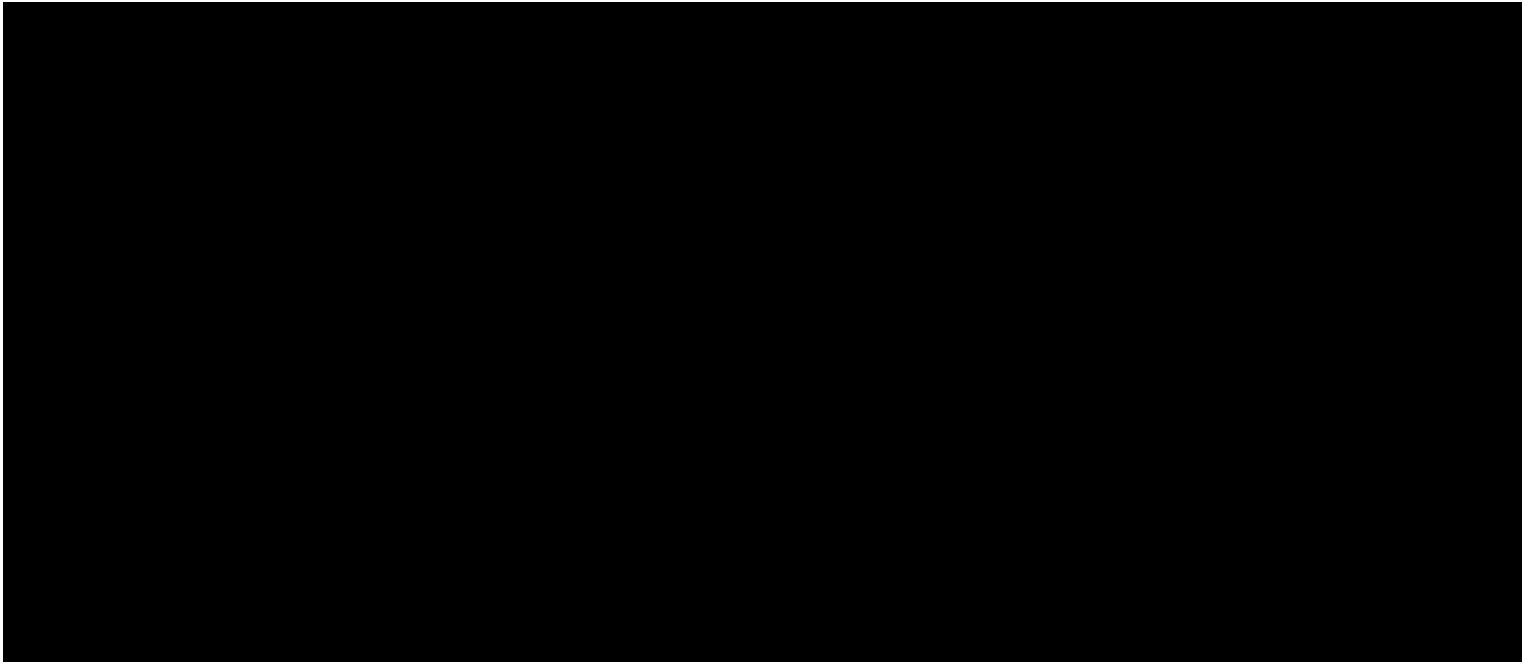








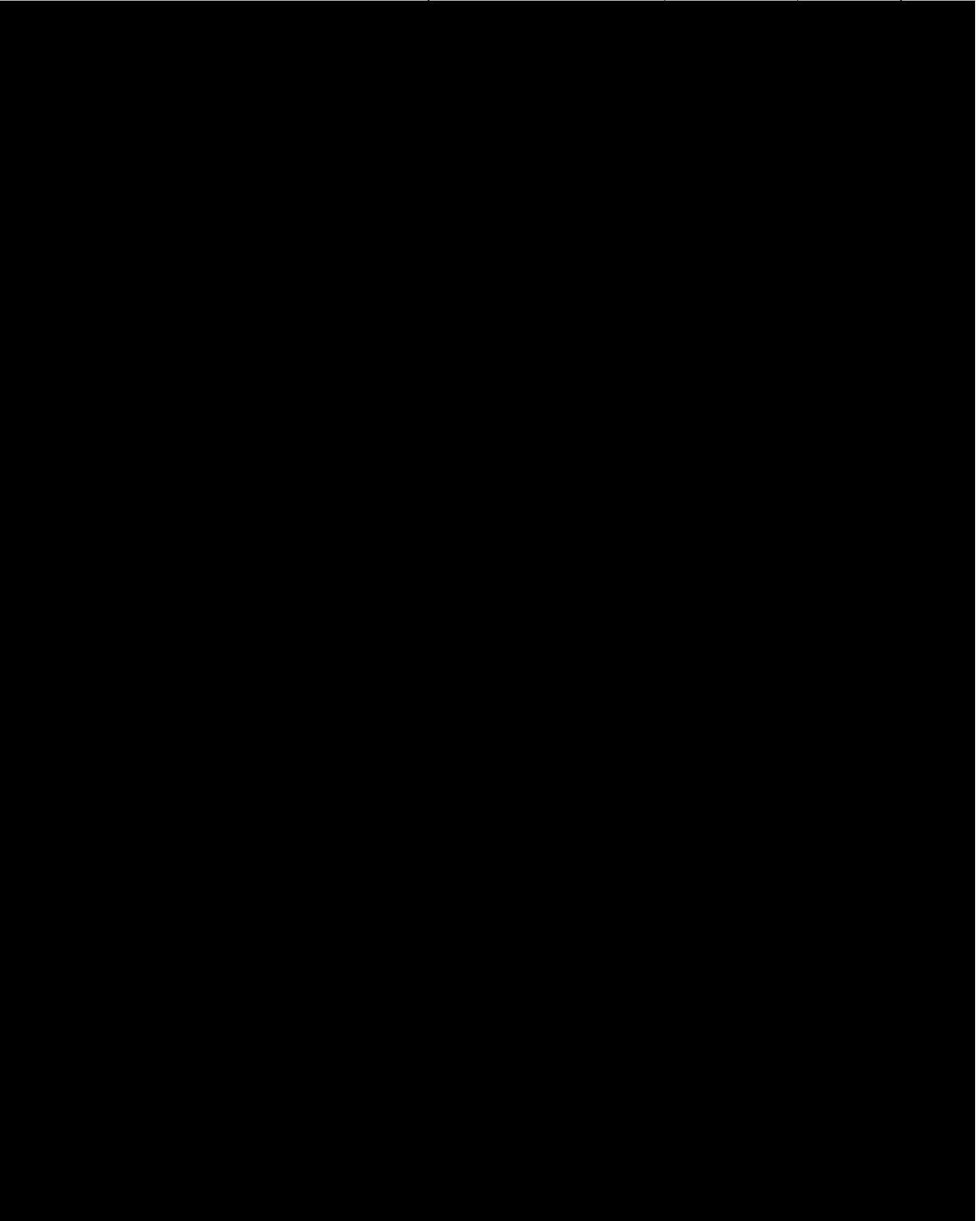


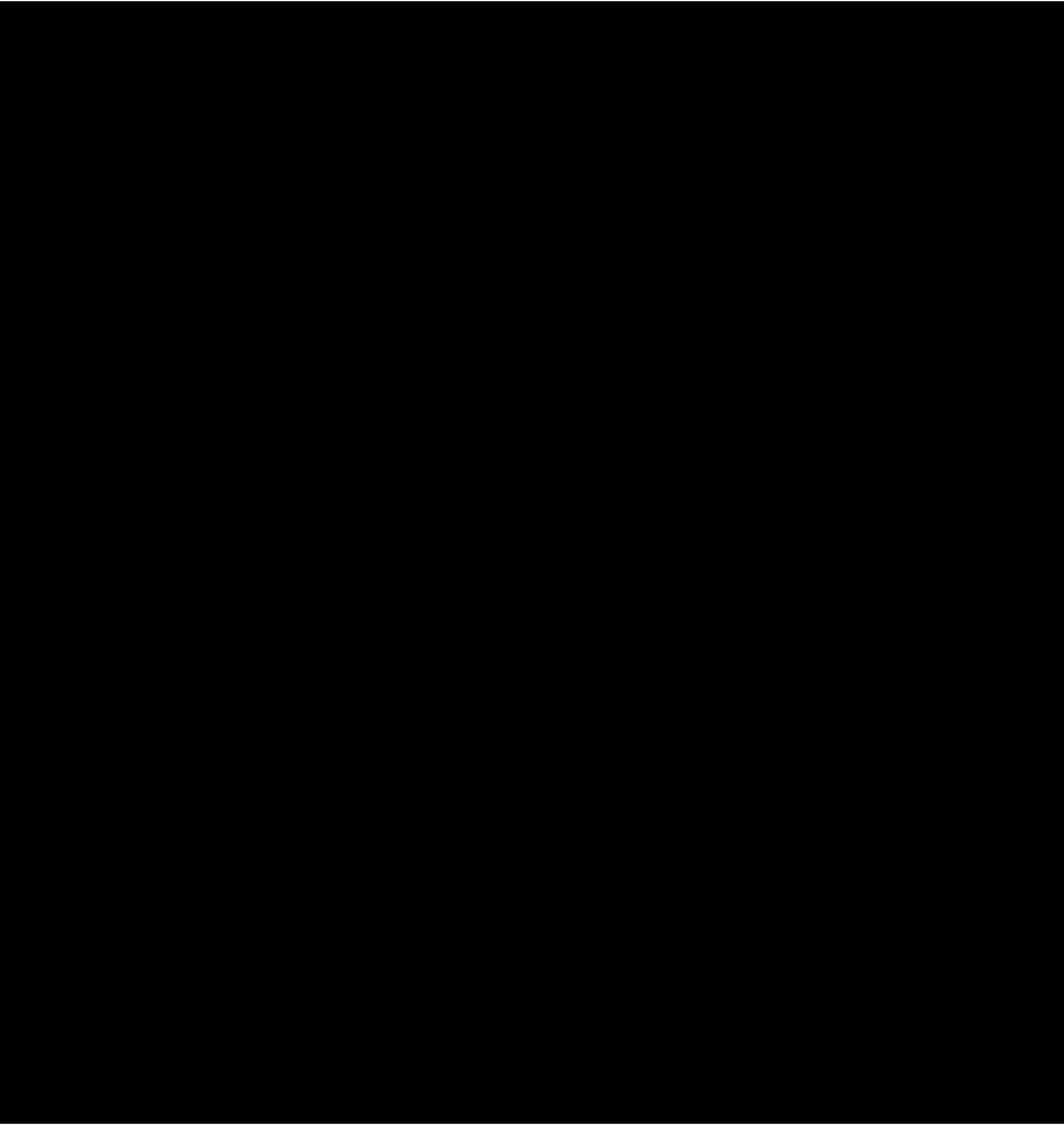


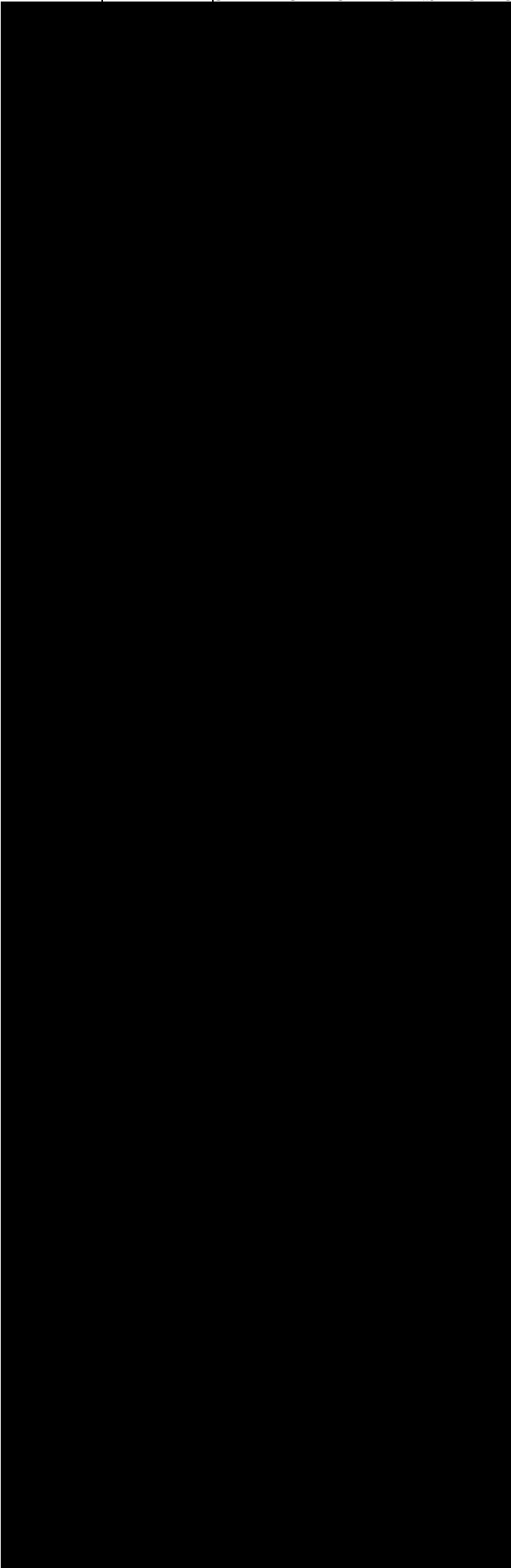


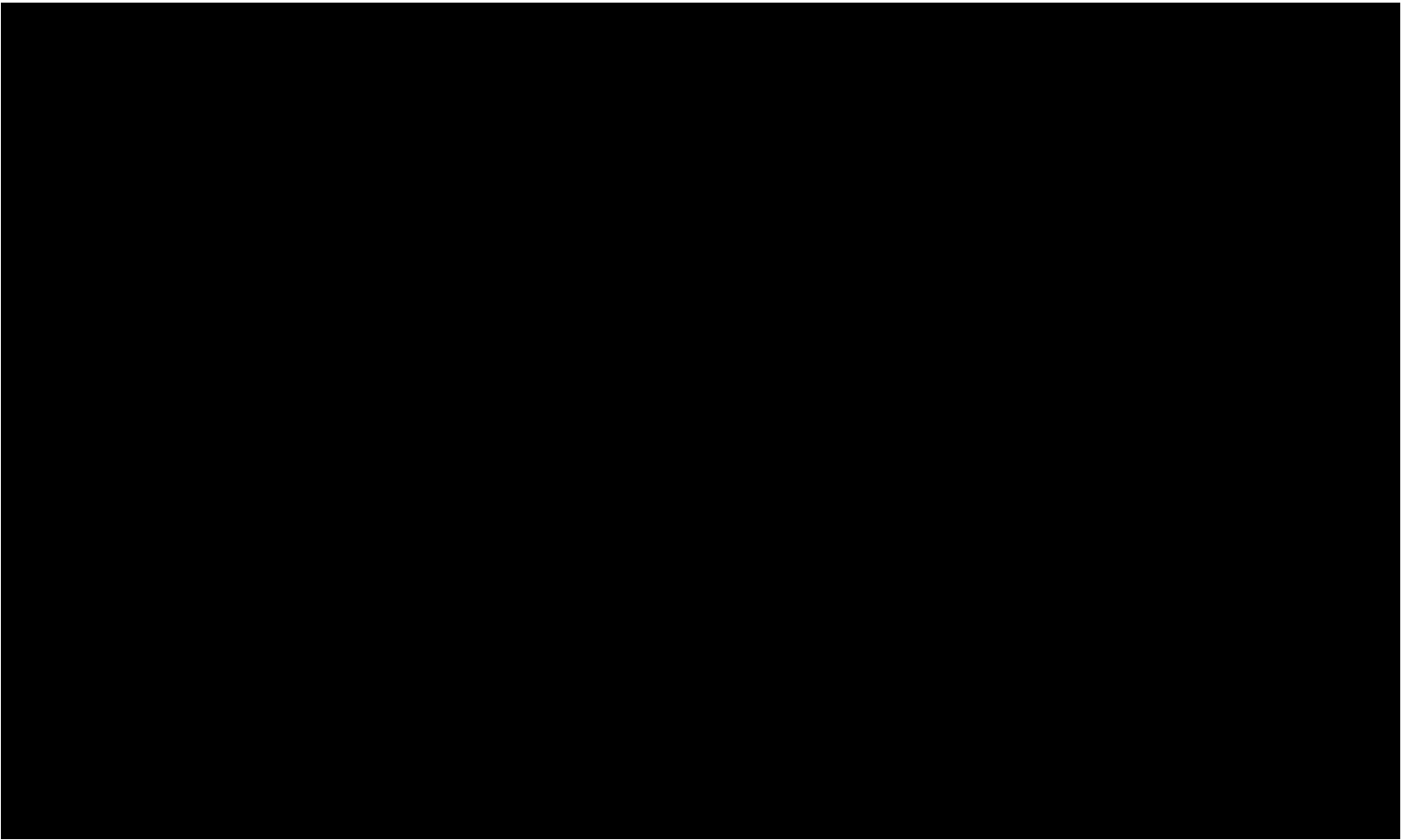


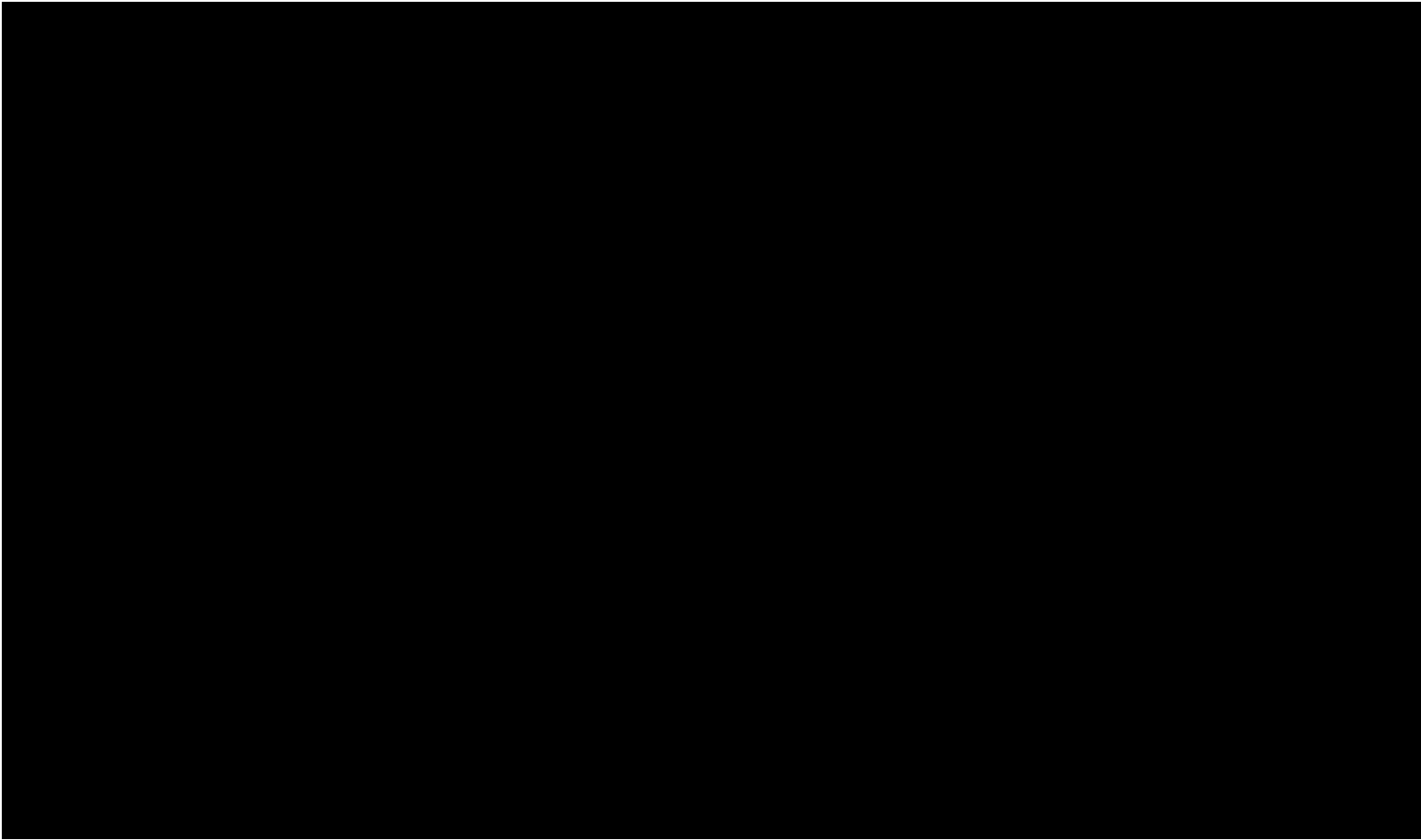
Manage Your Account	Account Number	Date Due
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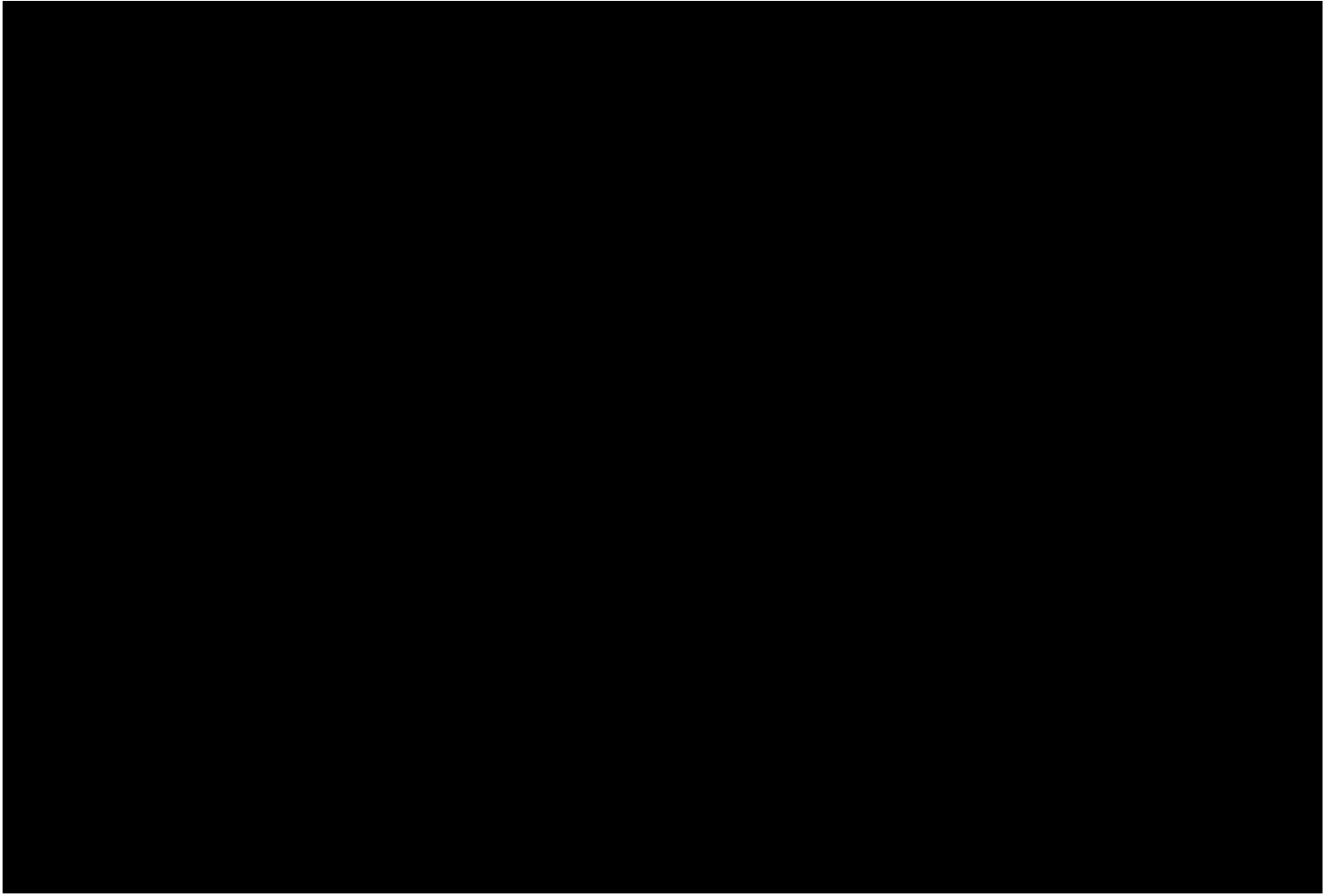






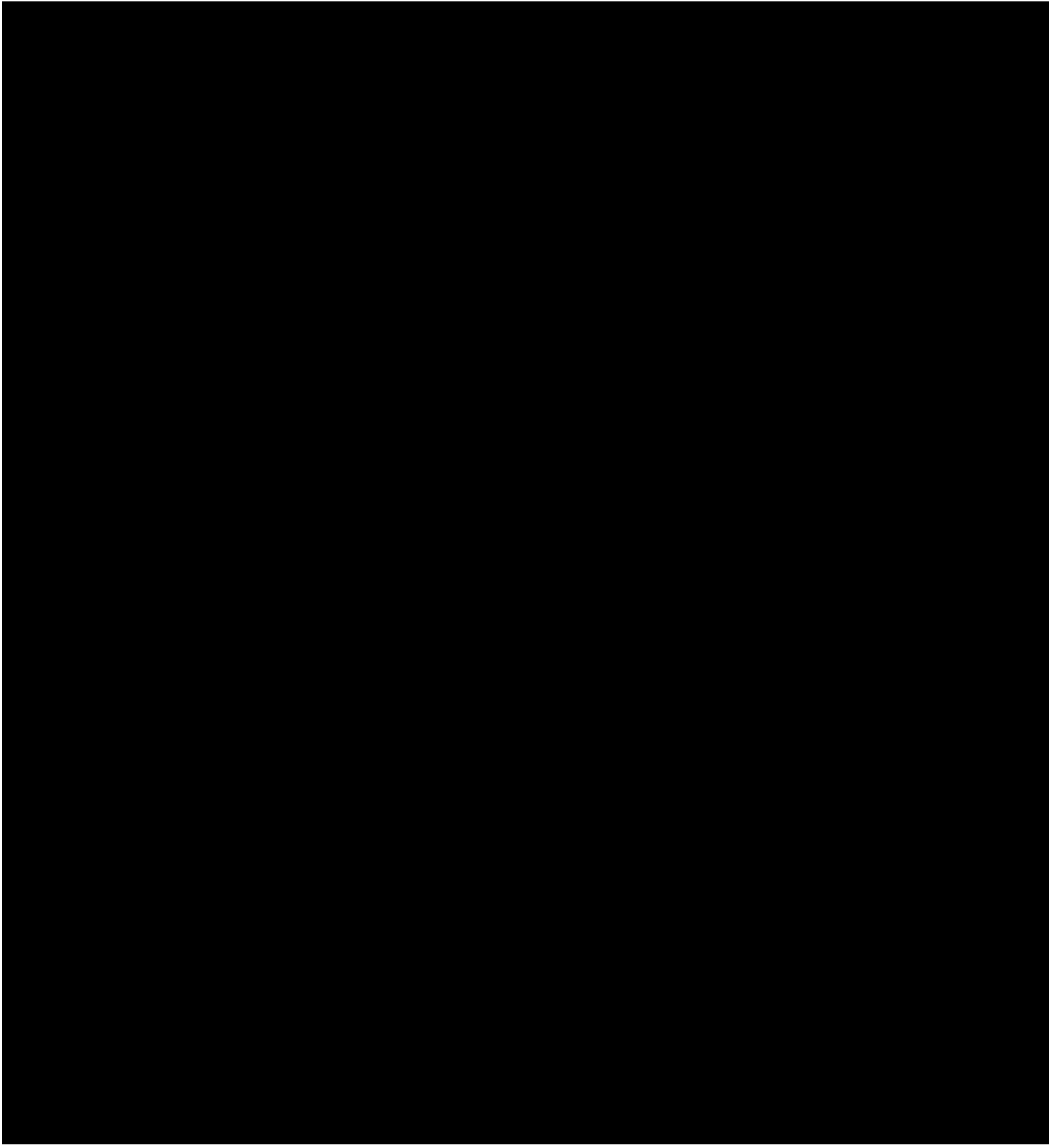


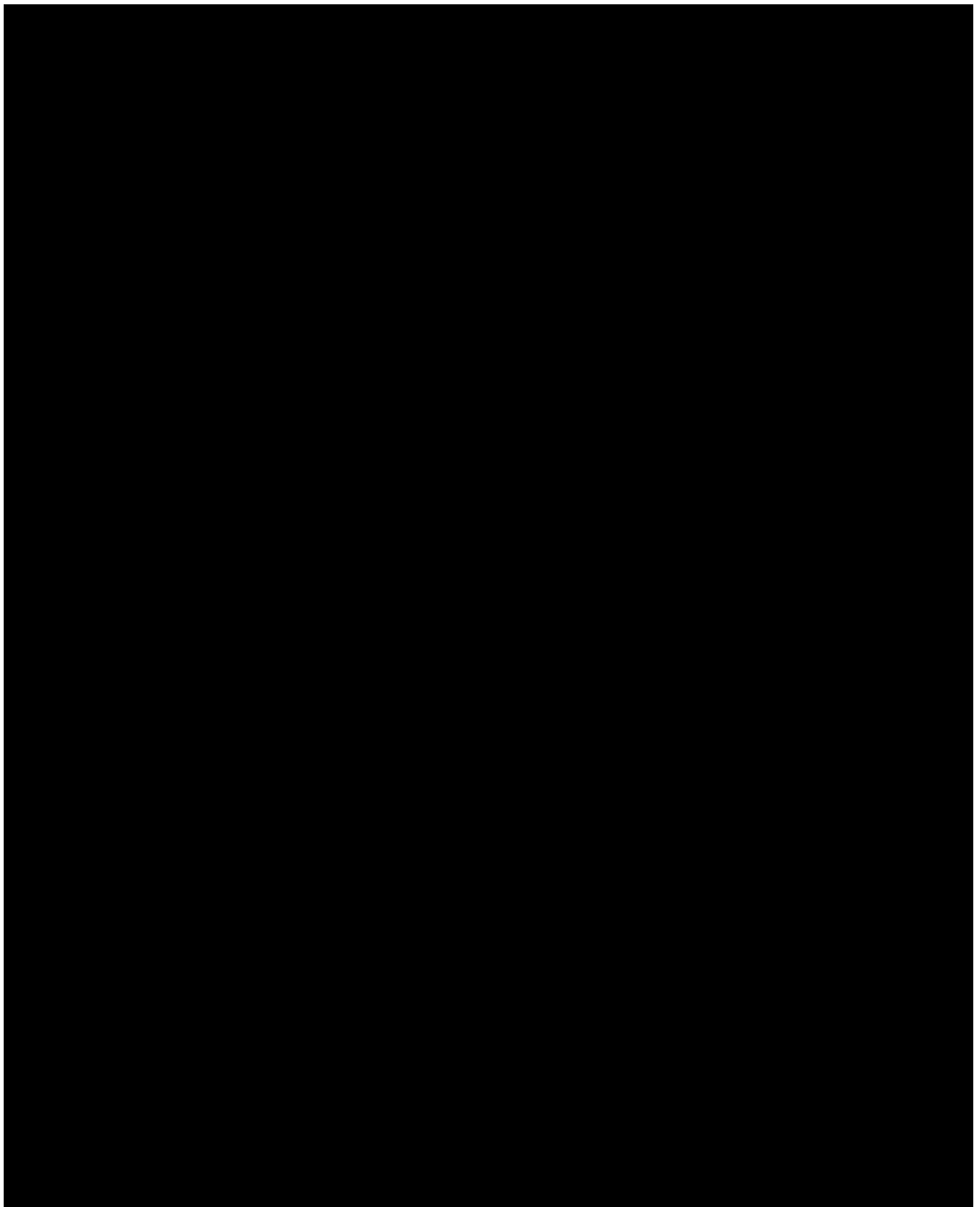


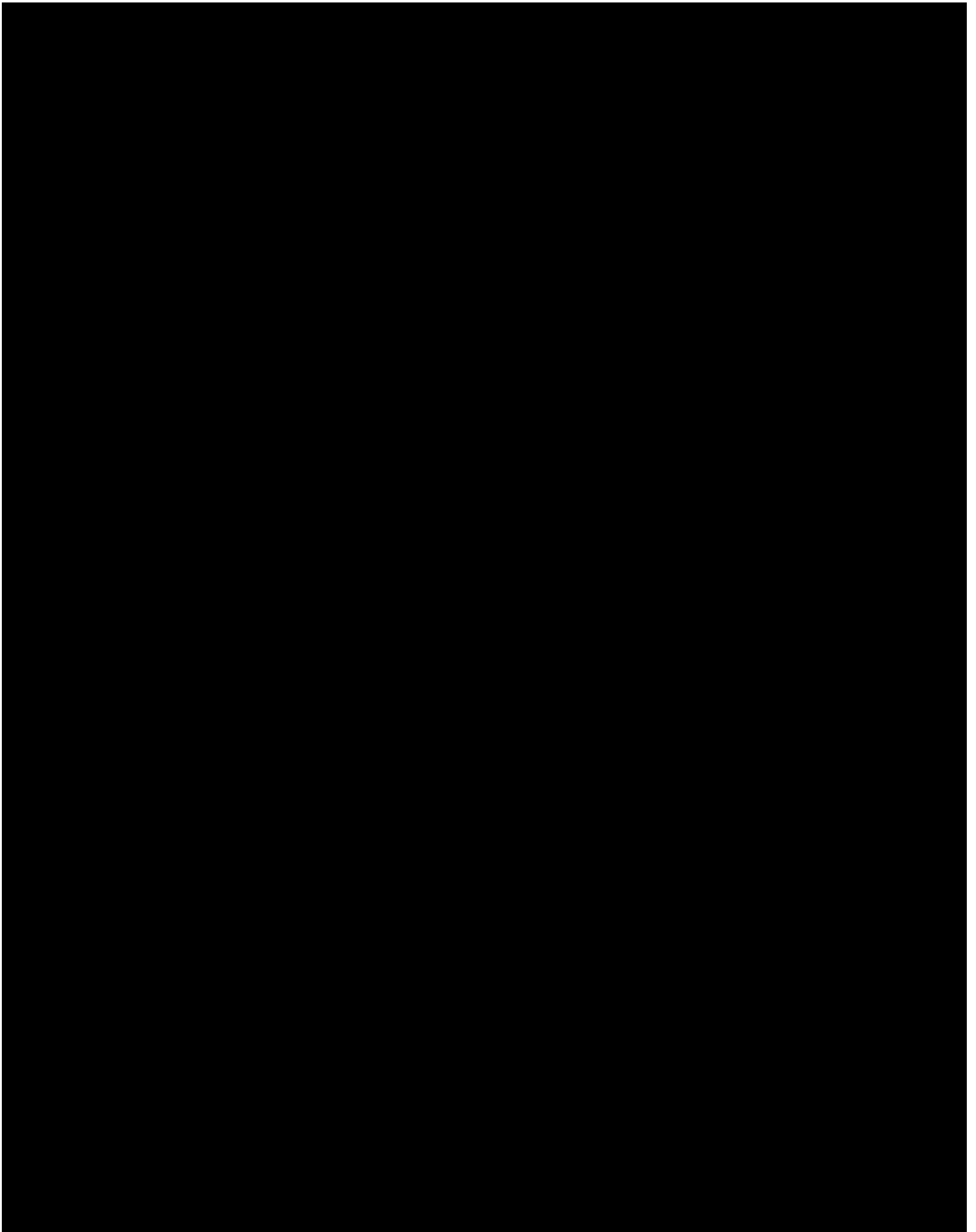


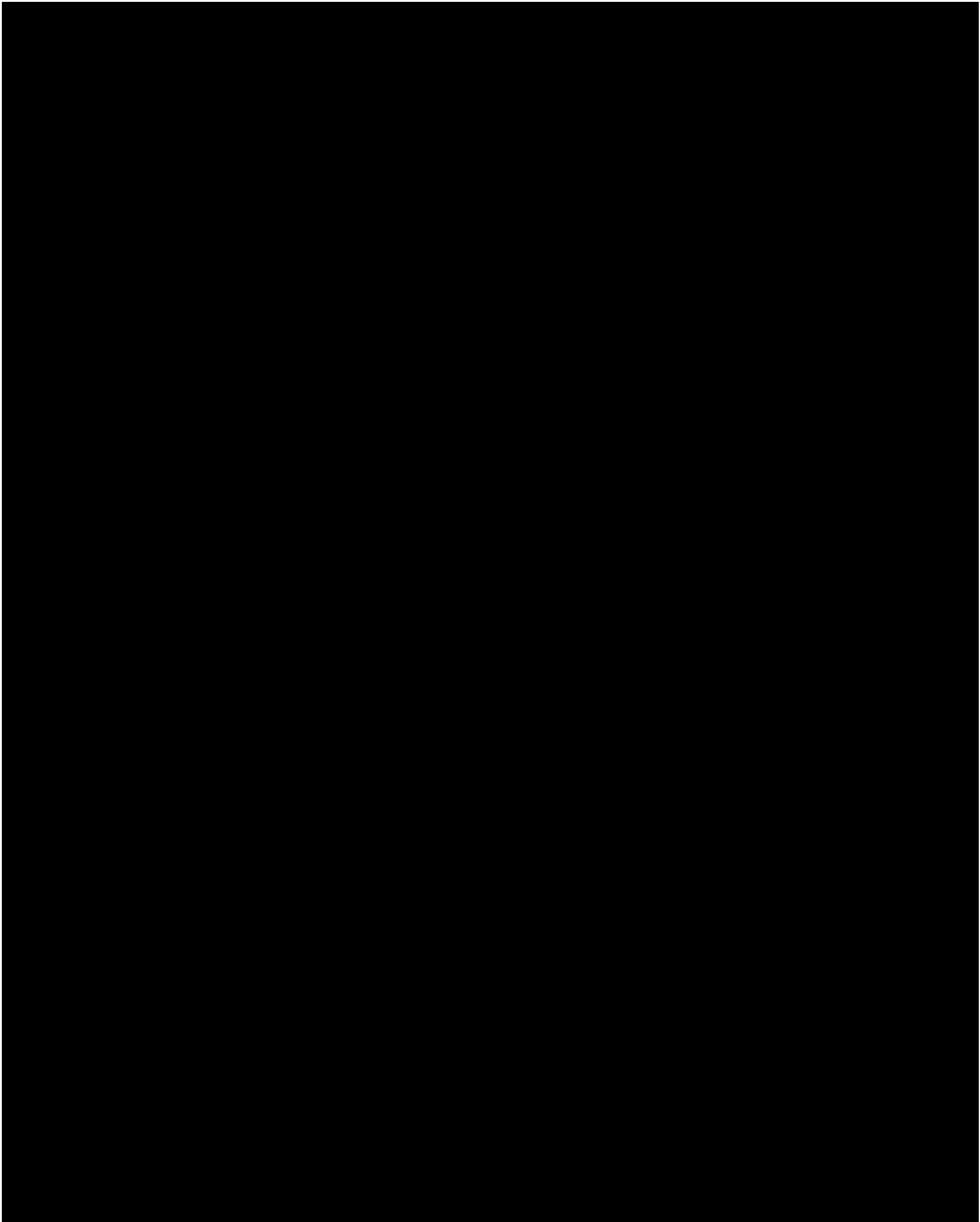


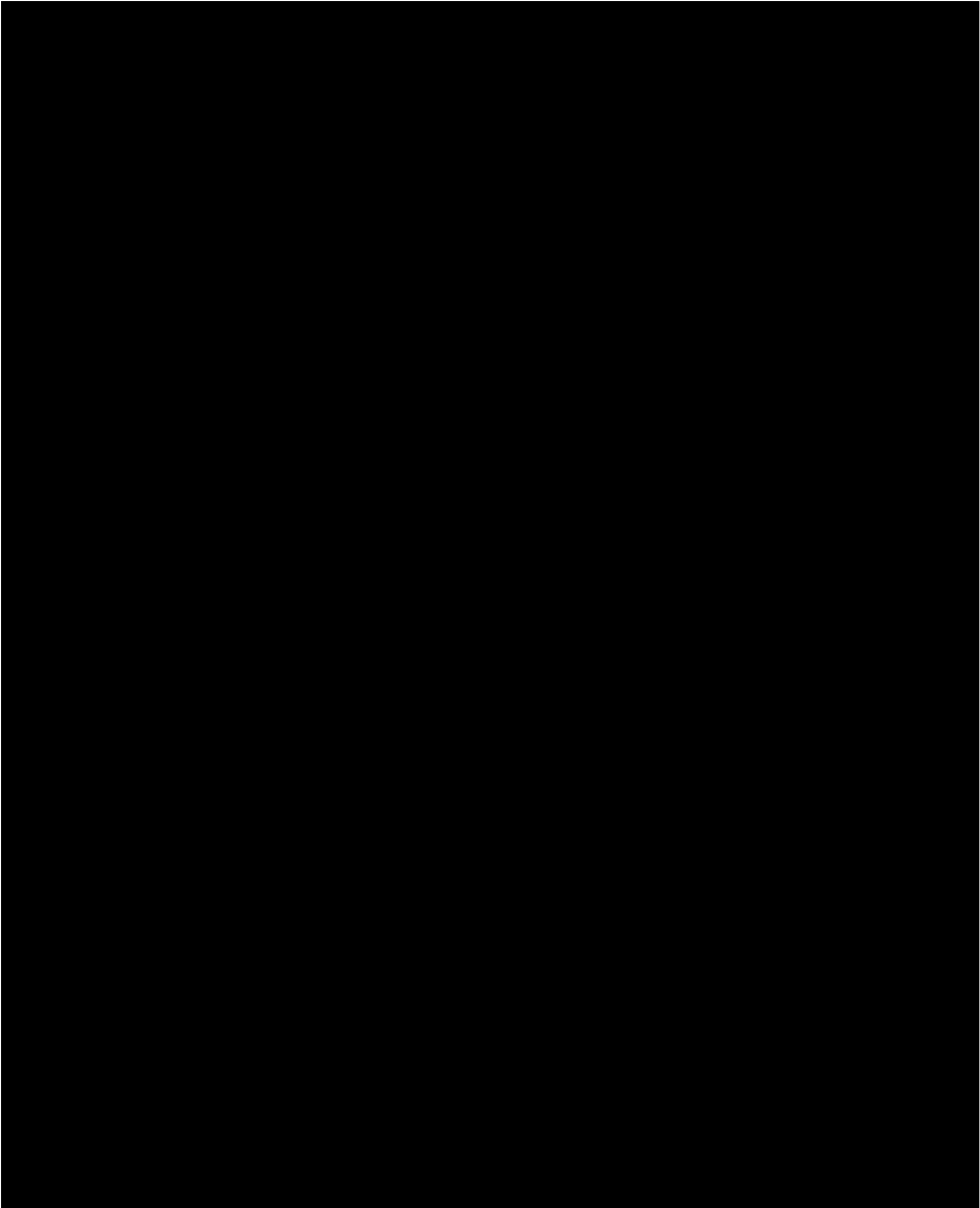


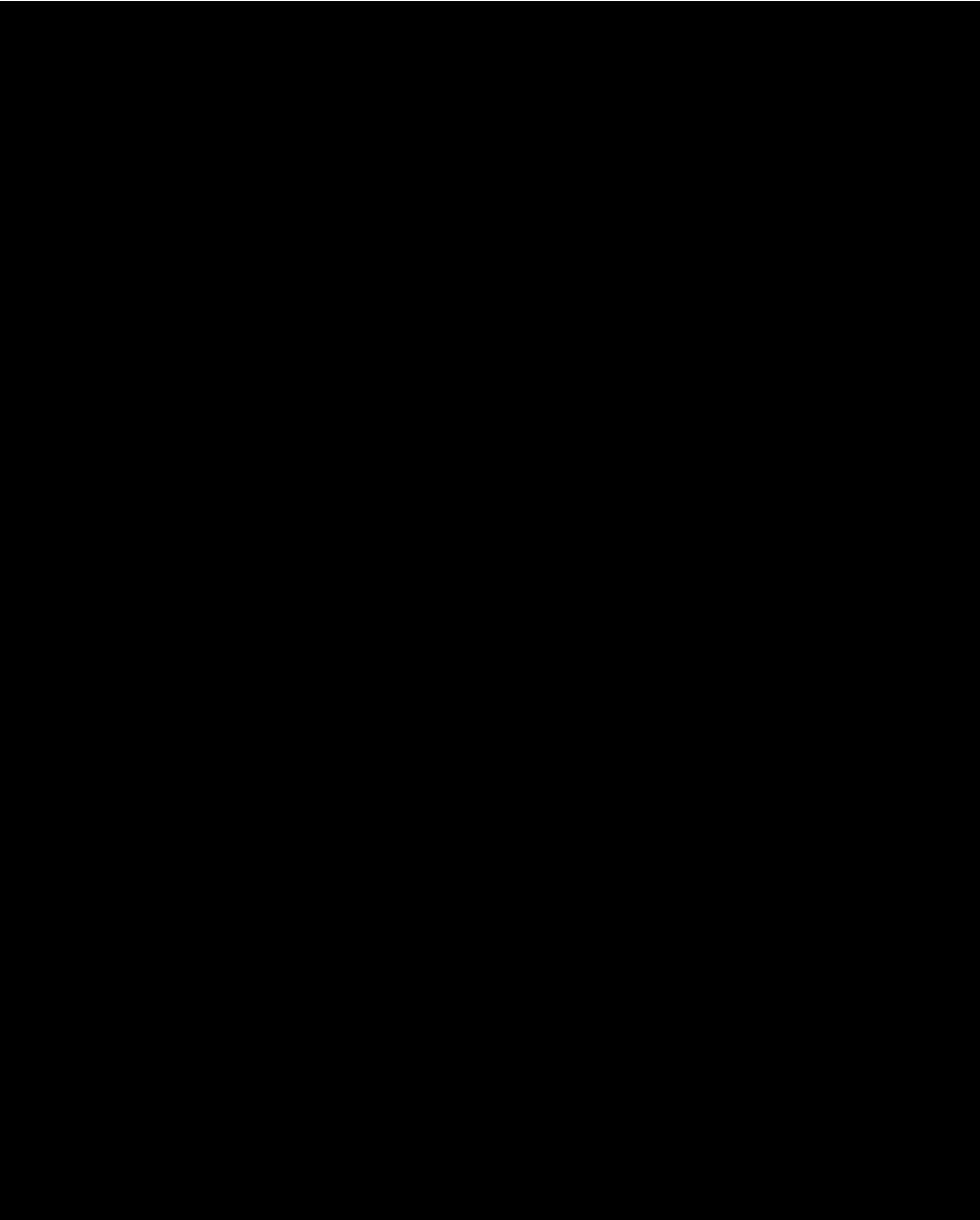


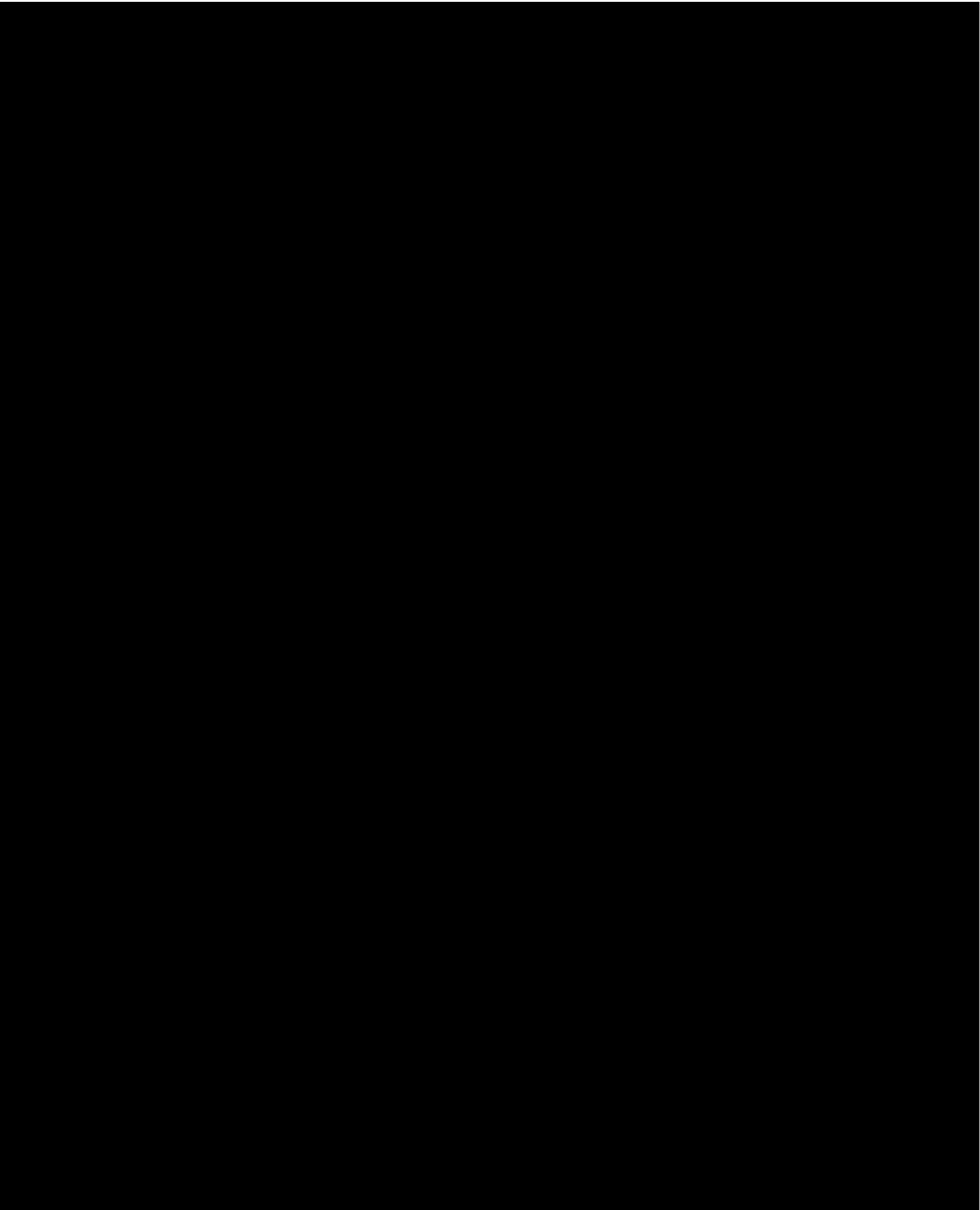


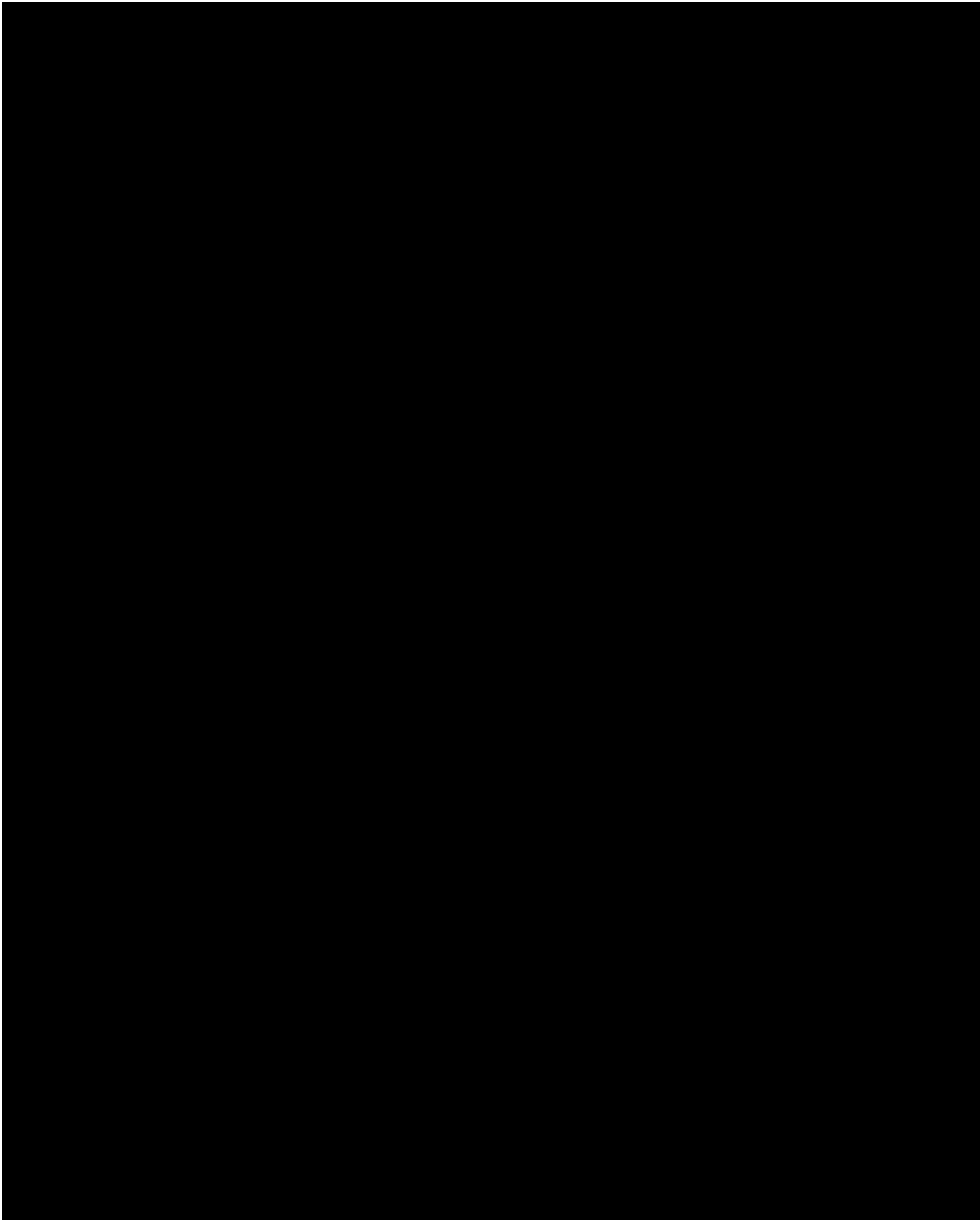




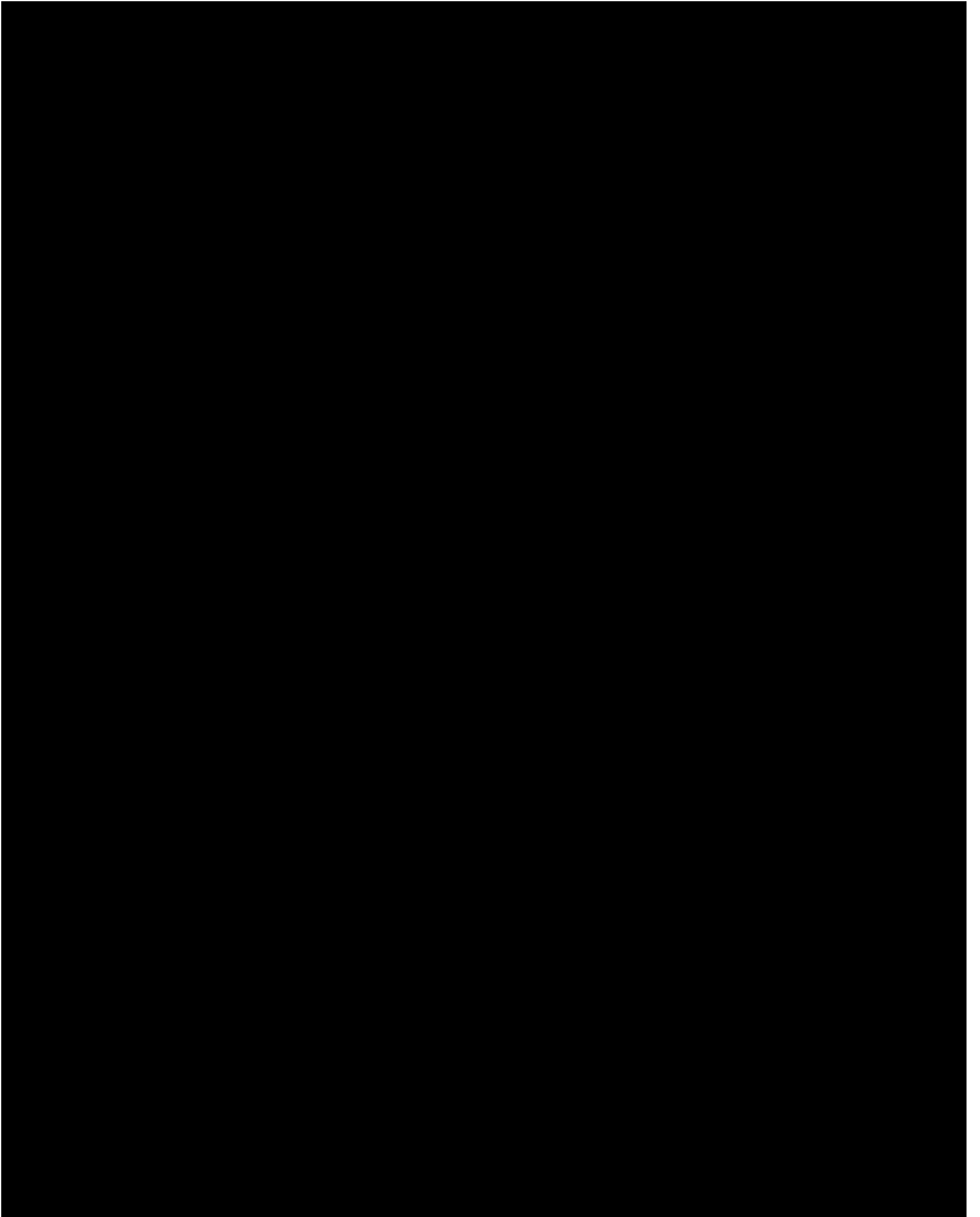


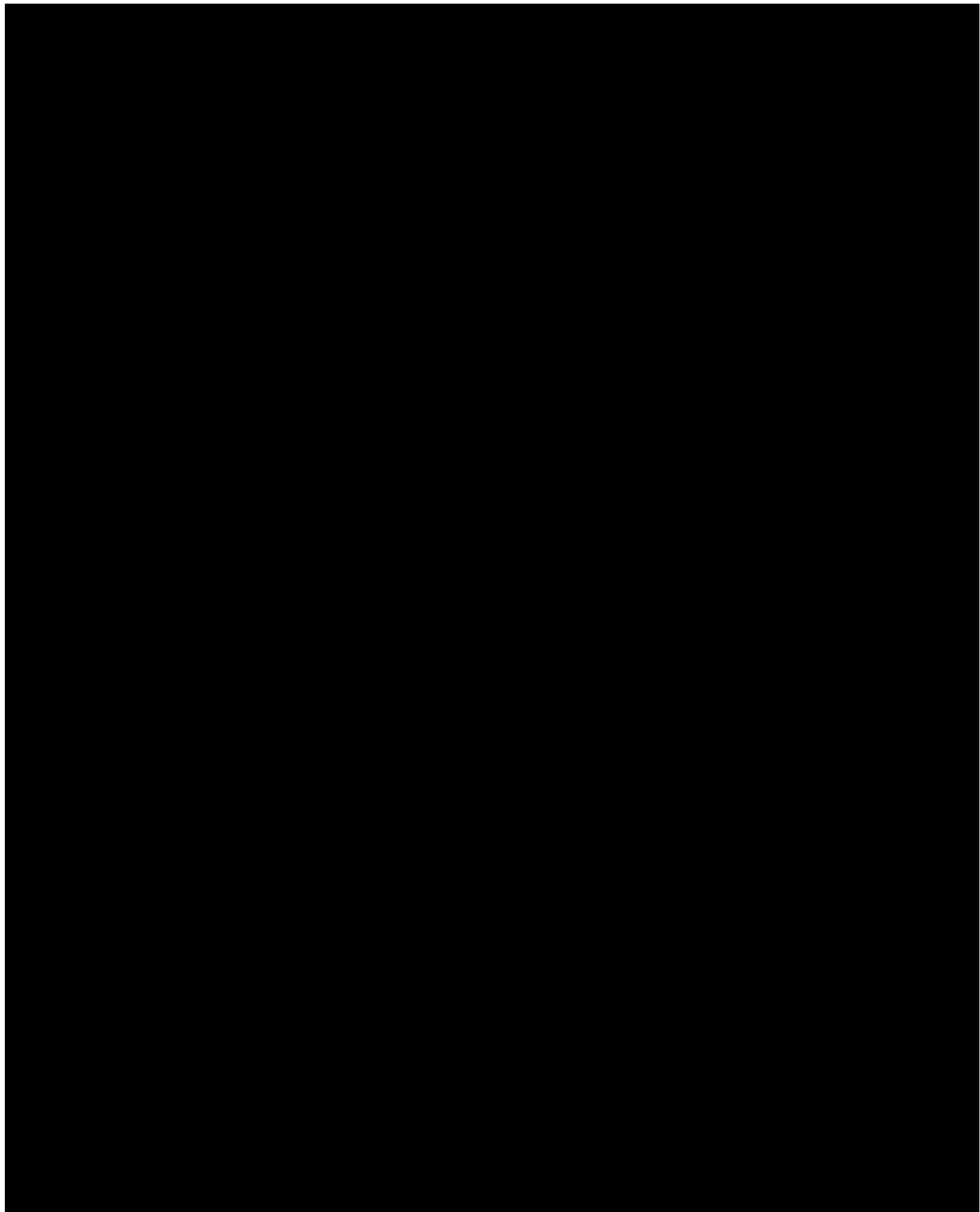


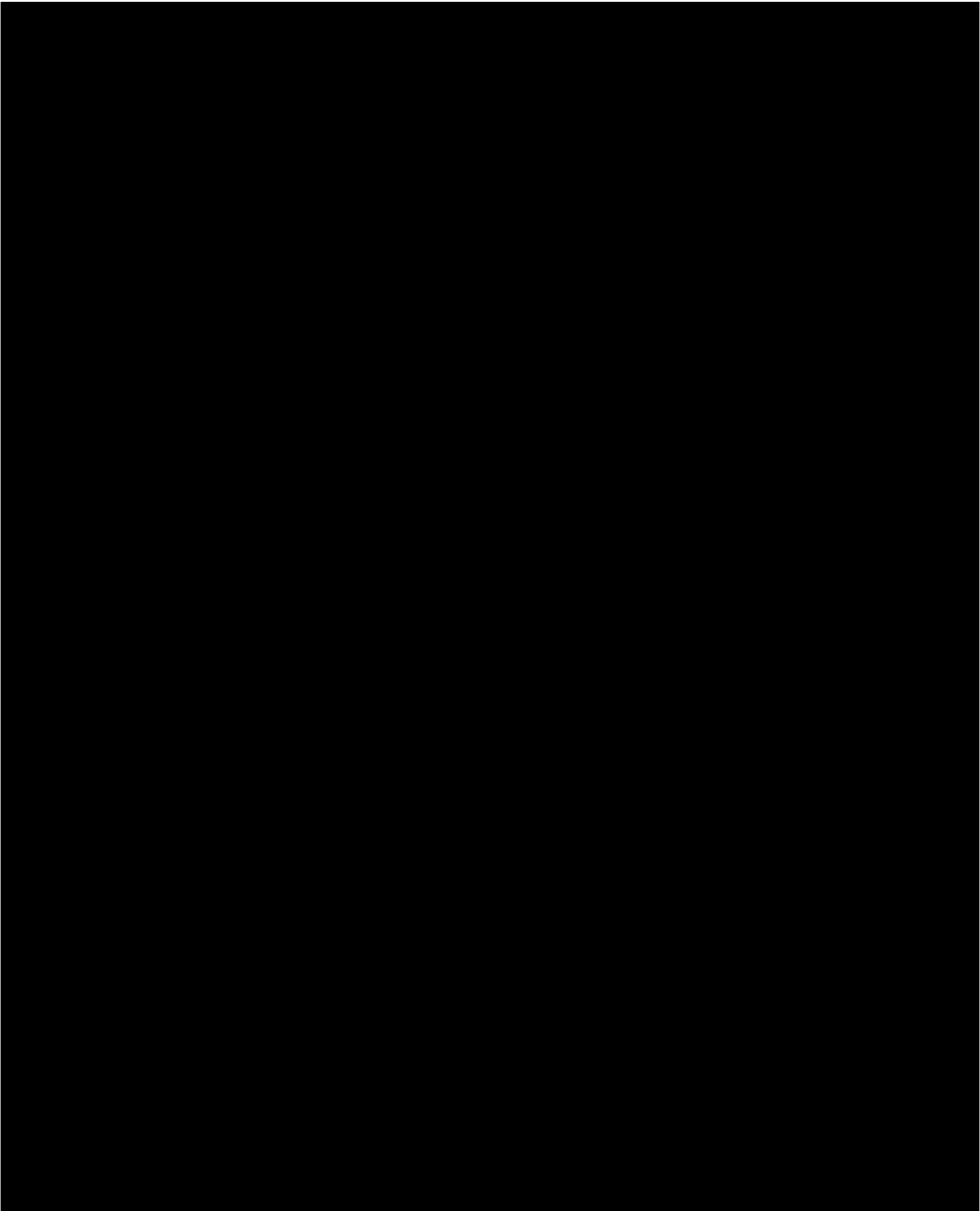




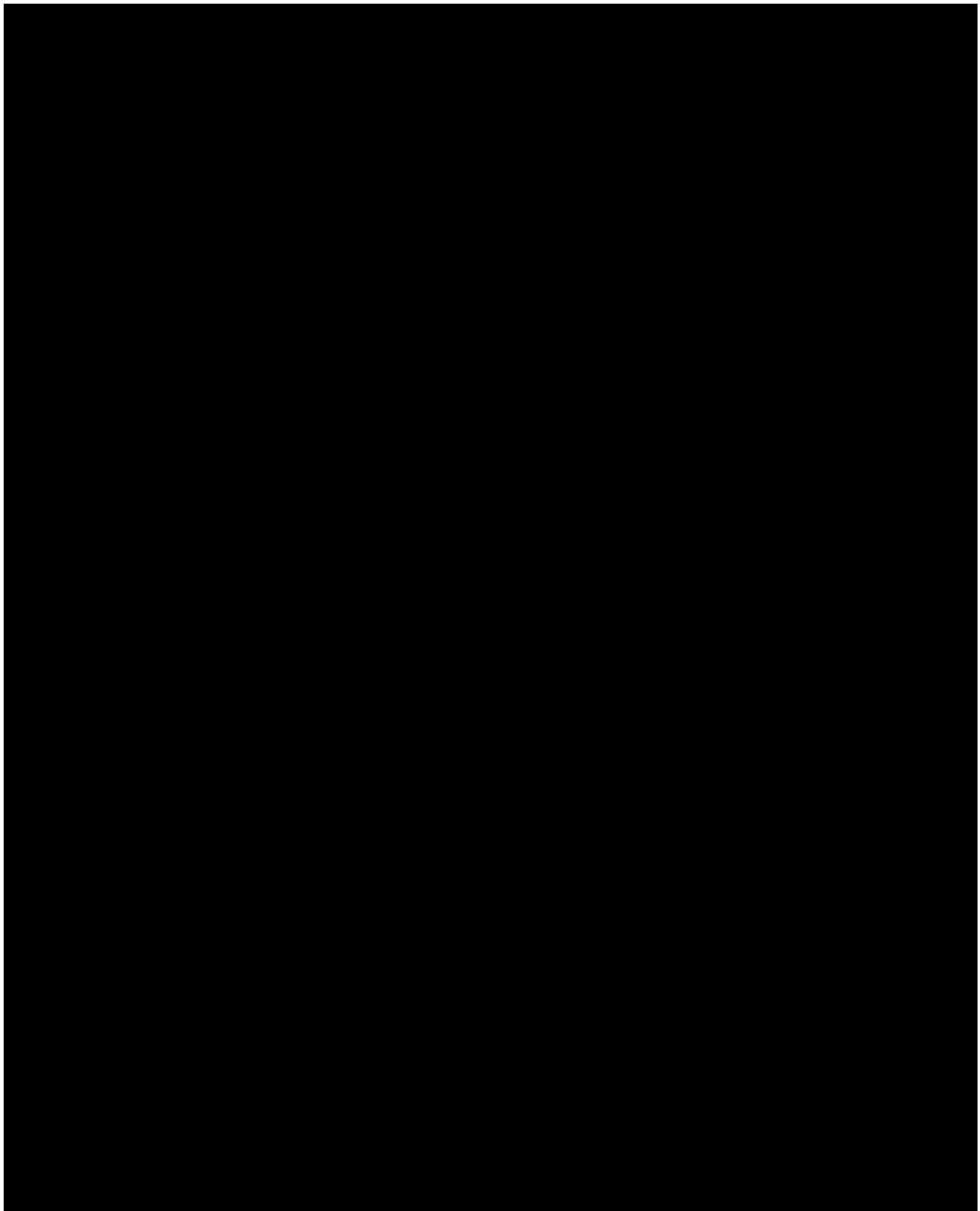


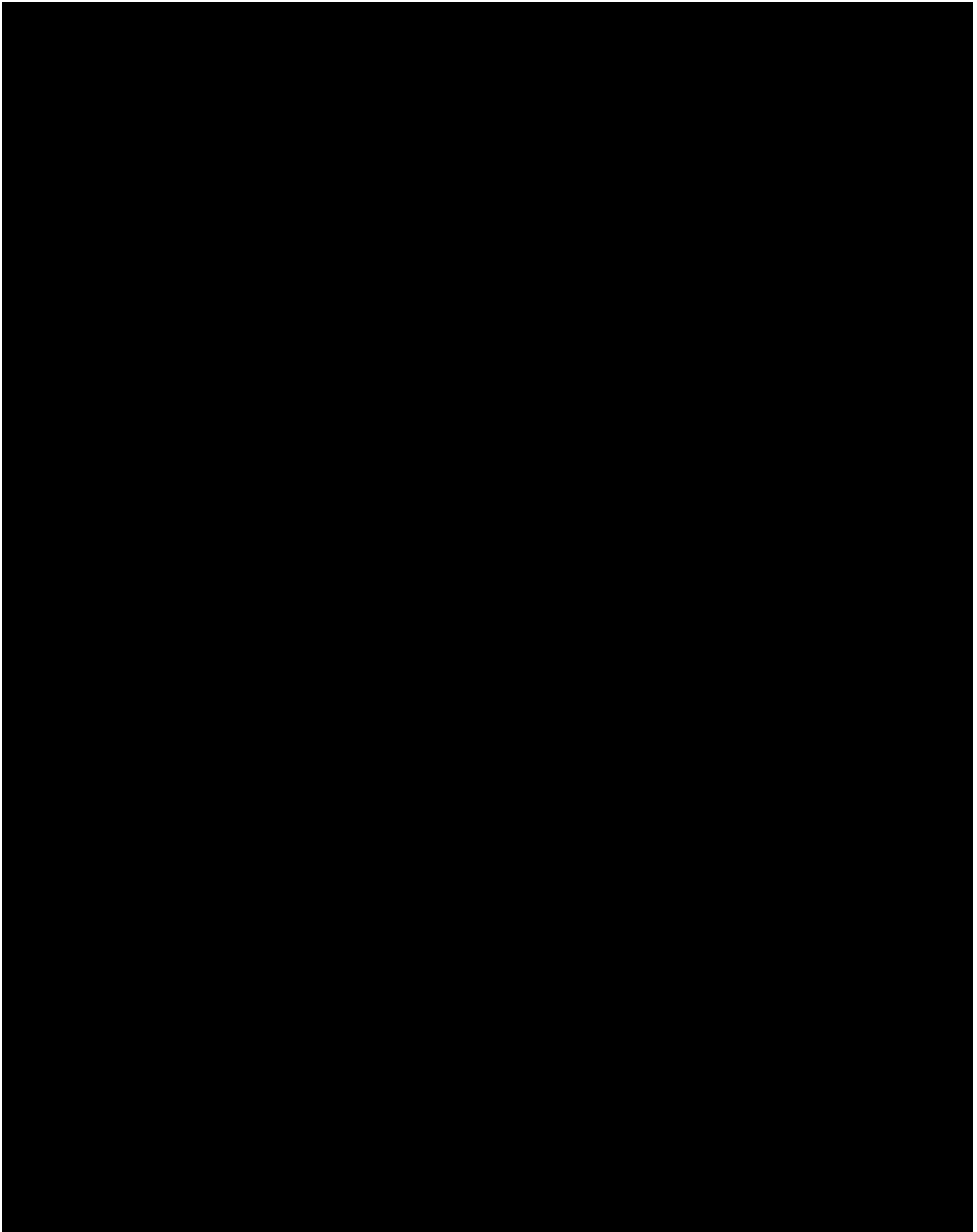


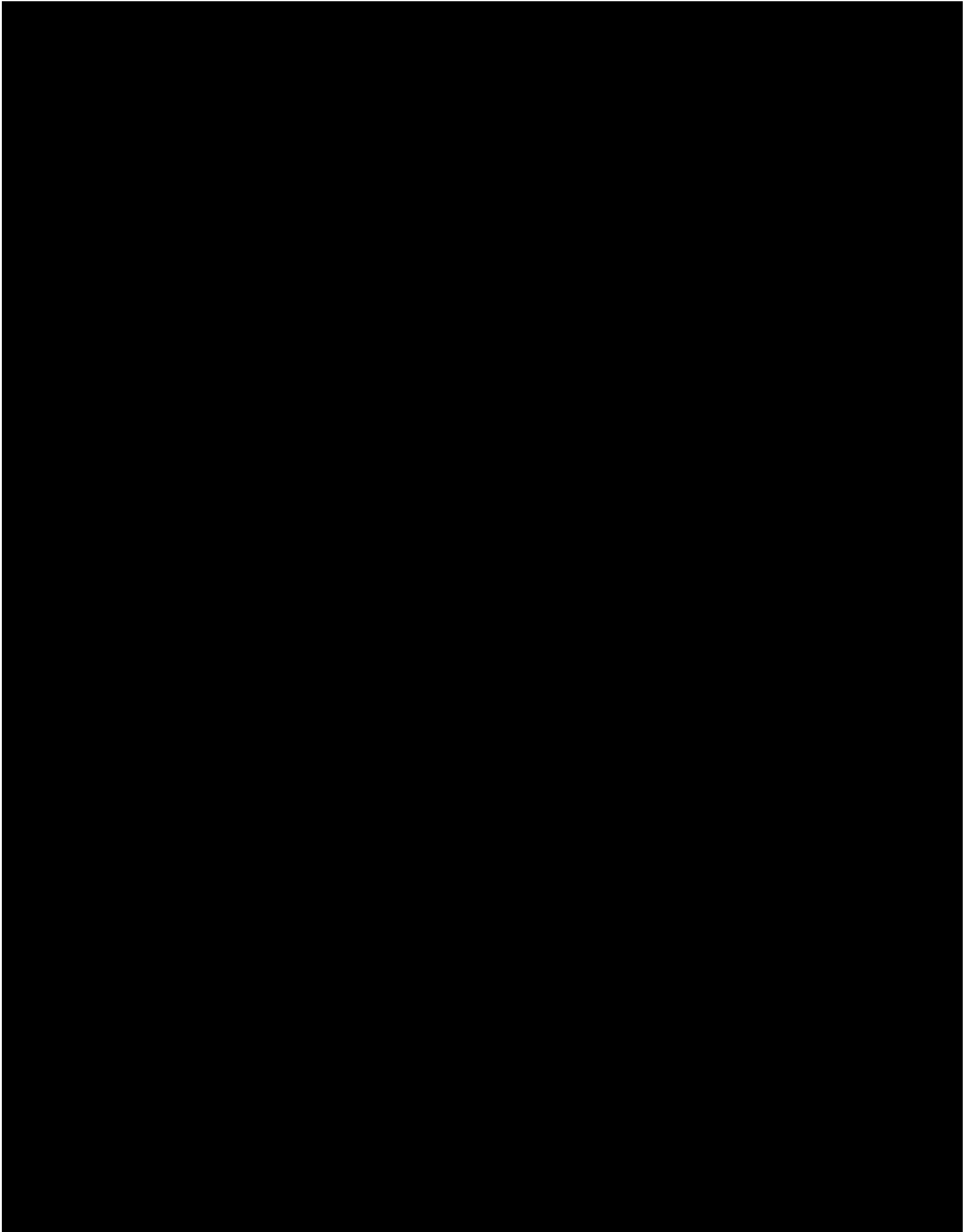






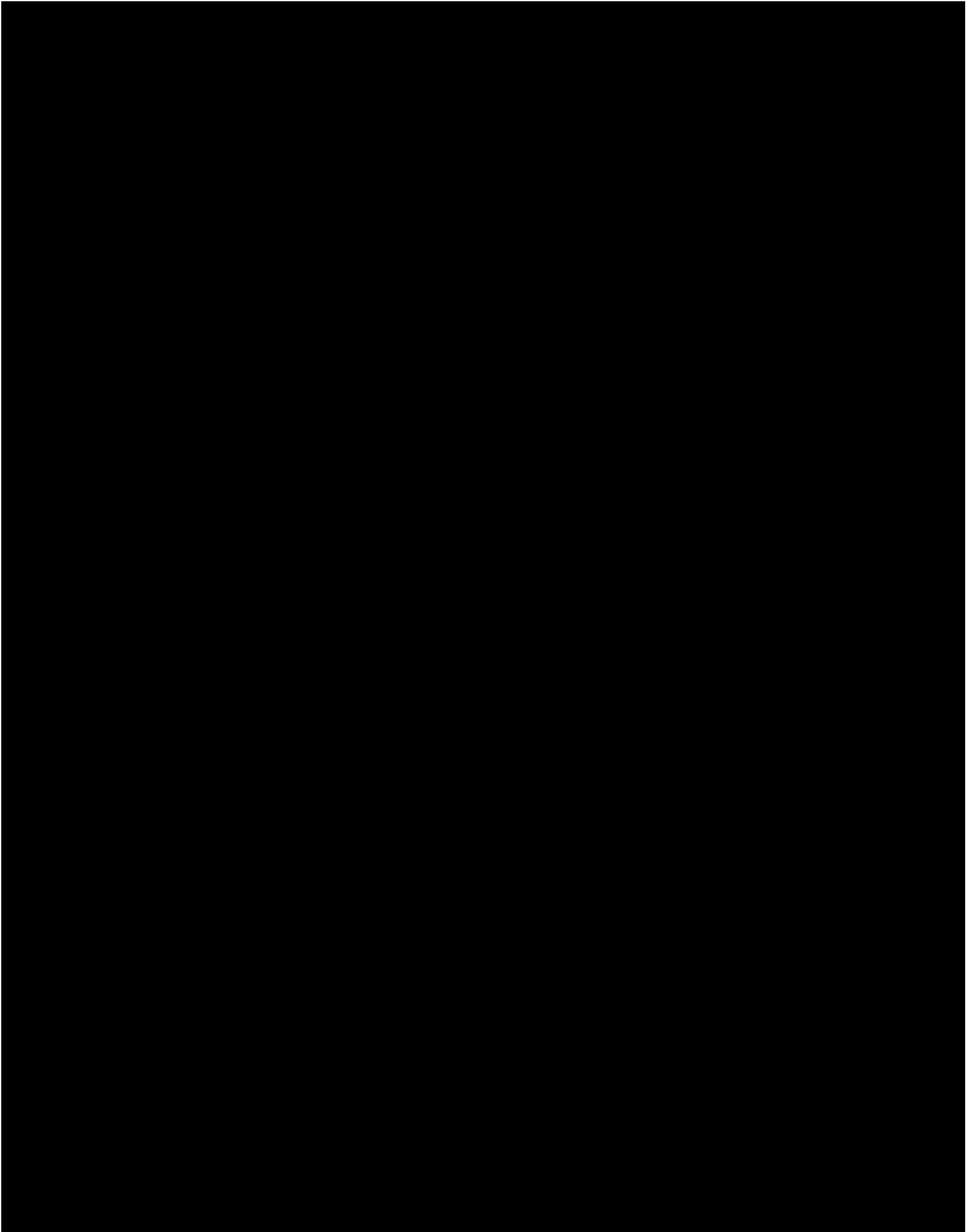


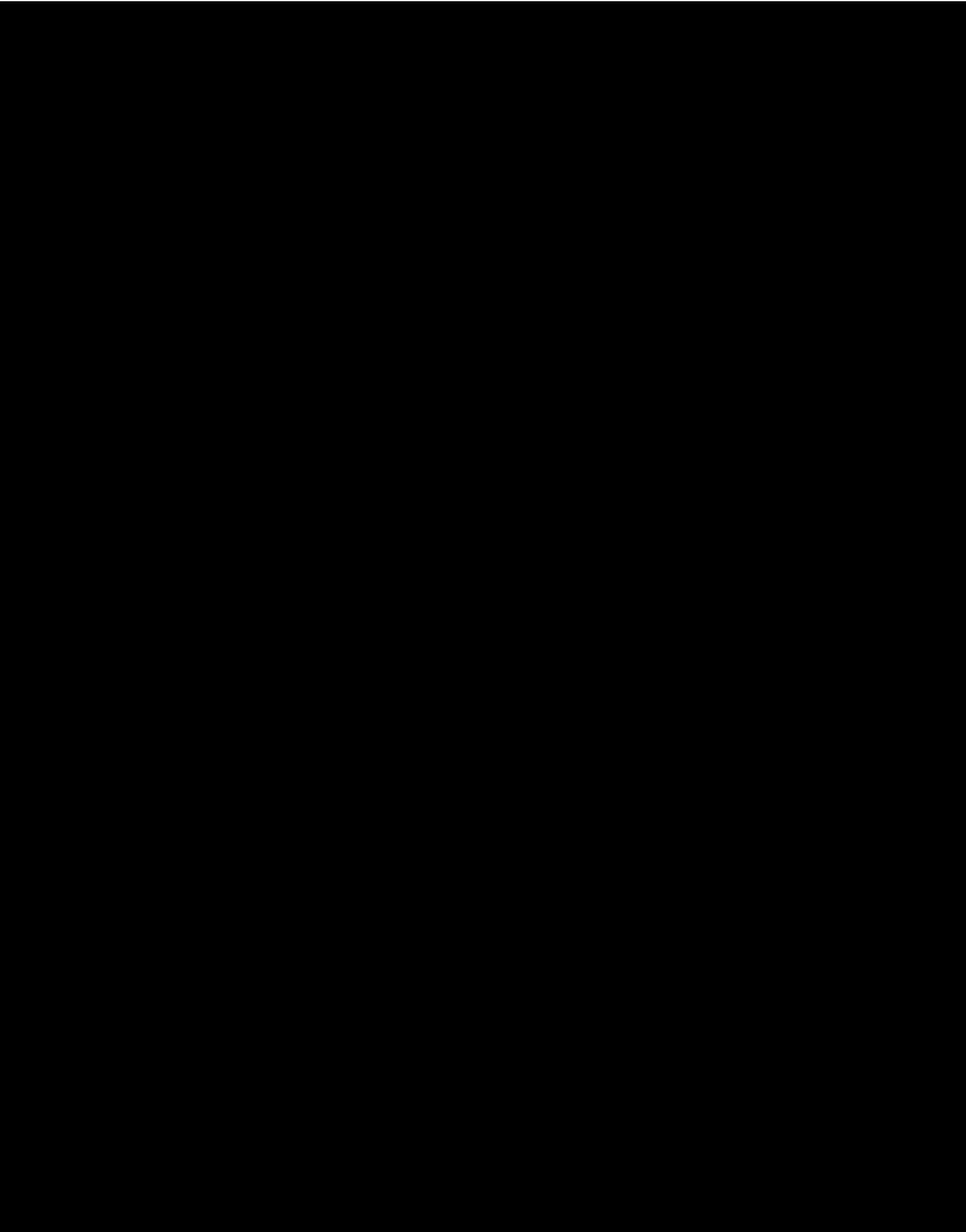


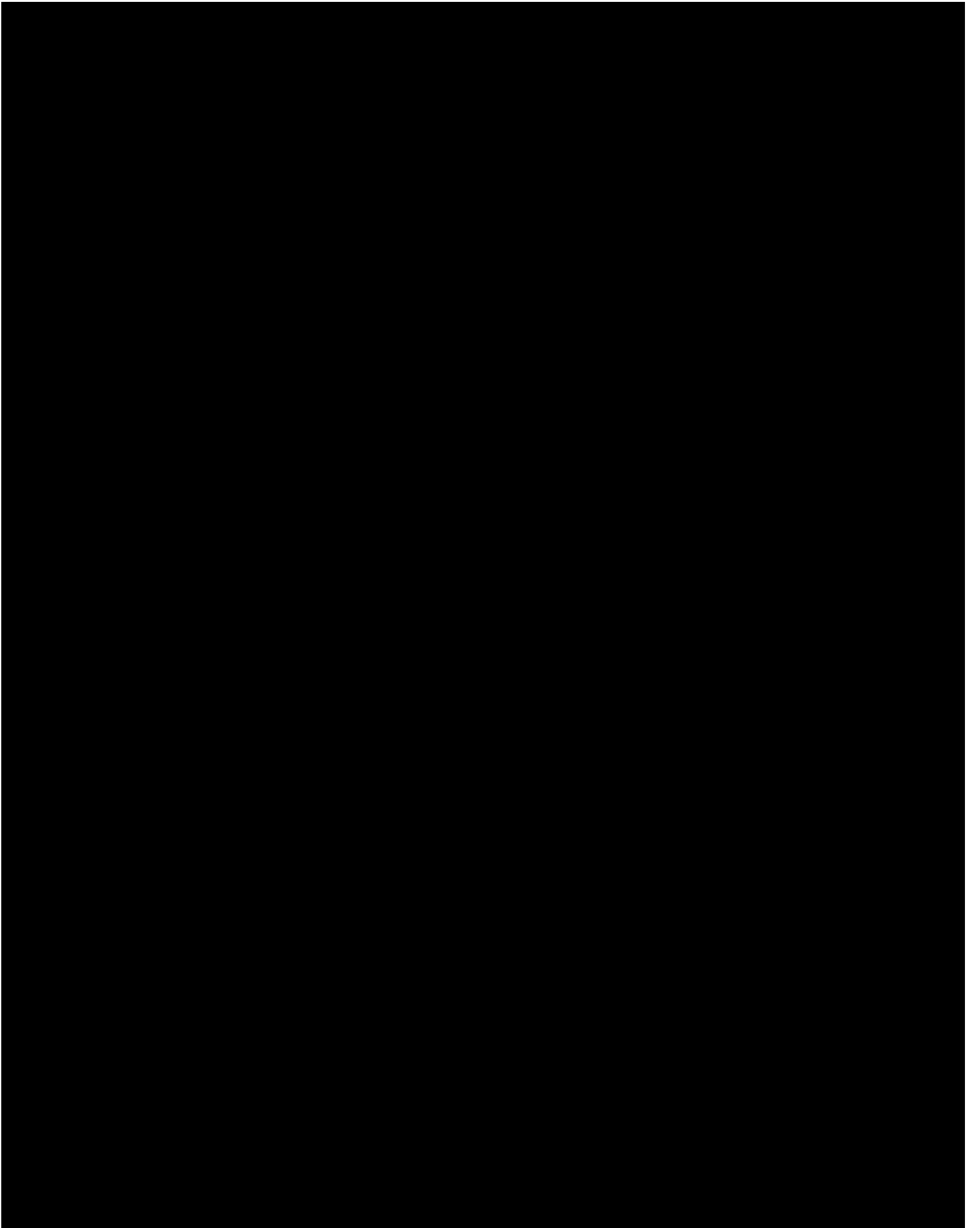


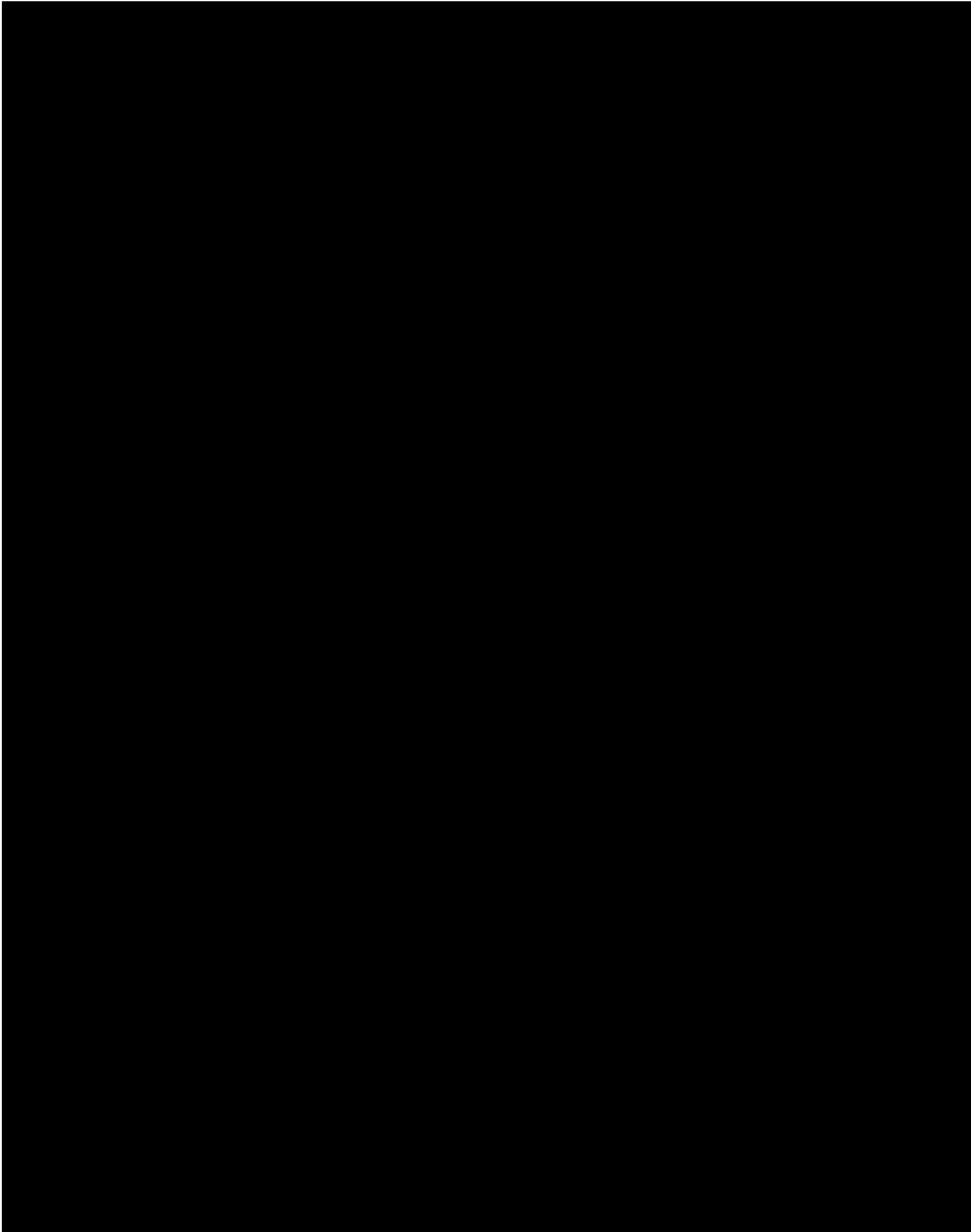


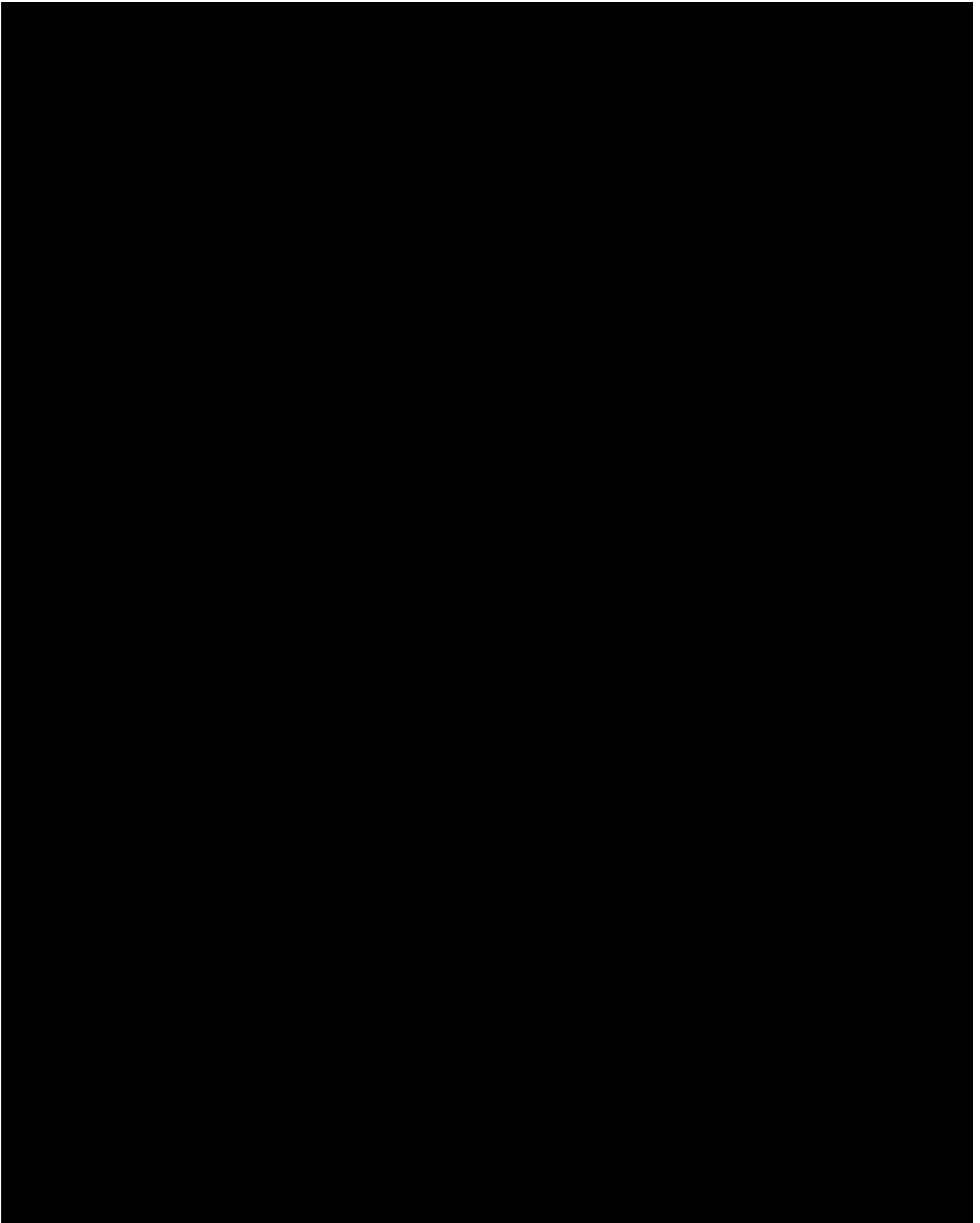


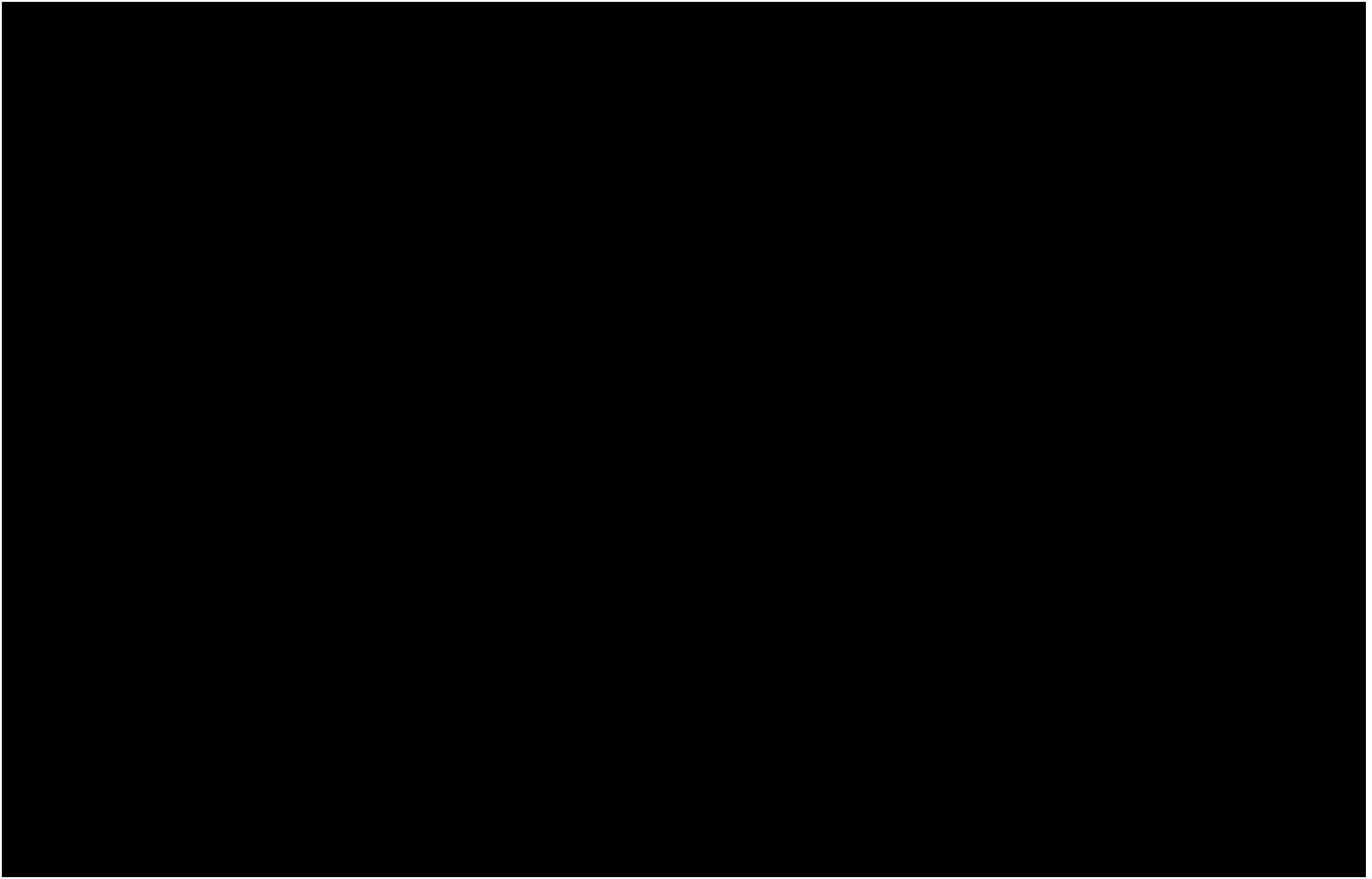


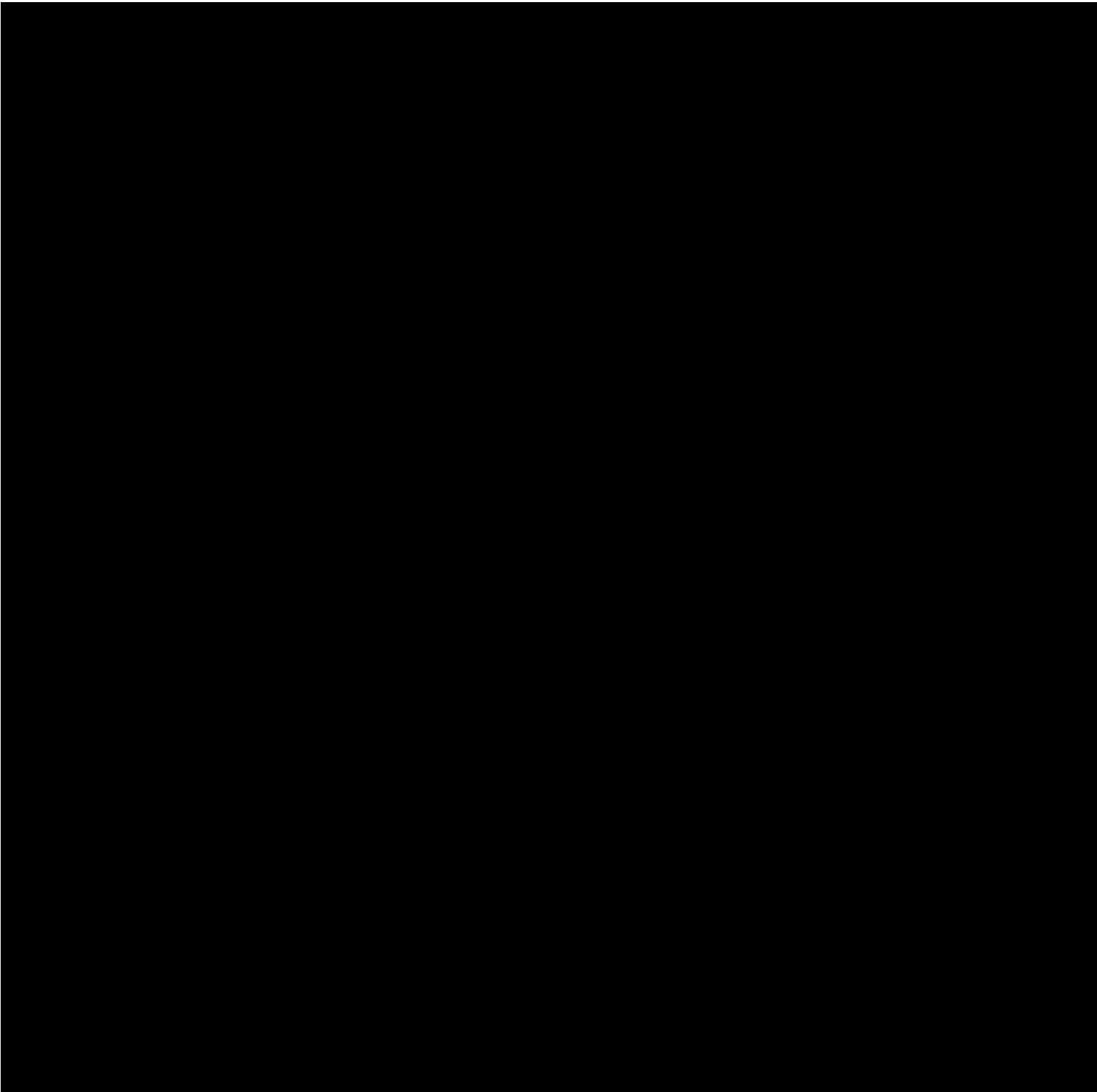














ATTORNEY GENERAL OF MISSOURI  
JEFFERSON CITY  
65102

JOSHUA D. HAWLEY  
ATTORNEY GENERAL

P.O.Box 899  
(573) 751-3321

June 15, 2018

Verizon Wireless  
One Verizon Way, VC52N061  
Basking Ridge, NJ 07920

RE: Complaint No. CC-2018-05-000031 Jarrell D Curne

Dear Verizon Wireless:

The Missouri Attorney General's office has received the attached complaint concerning your company and its business practices. Please review the complaint and provide a written response within fourteen (14) days. If this matter has been resolved in a fair and appropriate manner, please advise our office of that resolution. Please make sure you reference the above-mentioned complaint number in all correspondence.

We appreciate your immediate response and cooperation in this matter.

Sincerely,

*Morgan Johnson*

Morgan Johnson  
Office of the Attorney General  
Consumer Advocate  
Consumer Protection Division  
P.O. Box 899 | Jefferson City, MO 65102  
Email: [morgan.johnson@ago.mo.gov](mailto:morgan.johnson@ago.mo.gov)  
Phone: (573) 751-8937 | Fax: (573) 751-7948



**Consumer Information**

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**Name:** Jarrell Curne D**Address:** 14919 Pine View De  
Grandview, MO 64030**Primary Phone:** (816) 708-9030 (Cell)**Secondary Phone:****Email:** Db.fresh@icloud.com**Business Information**

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**Business Name:** Verizon Wireless**Address:** One Verizon Way, VC52N061  
Basking Ridge, NJ 07920**Phone:** 7707971453**Fax:****Email:** VZWAgencyComplaint@VerizonWireless.com**Website:** www.verizonwireless.com**Contact Person:** BGCO Executive Relations, David G.**Complaint Information**

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**Complaint Number:** CC-2018-05-000031**Consumer Info:** Over Age 60 No; Disabled: No; Veteran: No**Category:** Communications/Technology/Online Services - Telephone**Transaction Date:** 3/15/2018**Financial Loss:** Yes; Sales Method: In Person; Payment Method: Cash; [REDACTED]**Contract Signed:** Yes; Contract Location: Olathe ; Contract Date: 3/15/2018; Copy of  
Contract: Yes**Brief description of complaint:**

There has been public corruption at fcc under Ajit Pai during a dispute with a formal complaint against Verizon. I need assistance from my state as a small business owner who is having their rights infringed by a multinational conglomerate.

**Consumer has indicated that the following statements apply to this complaint:**

- Consumer has taken these action(s): - Sent Email to business - Sent letter to business - Filed a complaint with another agency
- Consumer has contacted agencies: - Better Business Bureau
- Consumer would like complaint resolved via: - Perform service - Investigate business - Other: Damages under 1934 communications act





PO Box 105378  
Atlanta, GA 30348

April 25, 2018

Federal Communications Commission  
Consumer Inquiries & Complaints Division  
Consumer & Governmental Affairs Bureau  
445 12th Street, S.W.  
Washington, DC 20554

**Re: Name and address:**

Jarrell Curne  
14919 Pine View Dr  
Grandview, MO 64030  
**Serve ticket#:** 2329182  
**Serve date:** 03/27/2018

Dear FCC,

This letter is in response to the above-referenced complaint filed by Mr. Jarrell Curne. Thank you for providing the opportunity for Verizon Wireless to respond. In the complaint, Mr. Curne alleges that he had difficulty establishing service because the Verizon Wireless required additional documentation to verify proper ownership for this business account. He also alleges he requested a refund and the request was refused.

Verizon Wireless conducted a thorough review of the transaction. When a consumer establishes a business account there are a series of routine steps that take place to validate proper ownership of the account. During this process, Verizon Wireless was initially unable to establish ownership using Tax ID #s and SSN and suspended the accounts pending receipt of proper documentation. Eventually, the correct documentation was received and the lines of service were reactivated and Mr. Curne was provided, both via email and U.S. Mail, with full disclosure of the products and services included with each line of service. Verizon Wireless has no record of Mr. Curne being refused a refund. Additionally, it should be noted that during a visit to a Verizon Wireless retail store, Mr. Curne became very agitated and used profane and what we believed to be threatening language. Because Verizon Wireless has a duty to protect our employees, Mr. Curne was asked to leave the premises and Verizon Wireless later followed this incident with a letter formally informing Mr. Curne that he was prohibited from returning to this store location.

Mr. Curne's account is now active and there is usage on his lines of service. However, Verizon Wireless acknowledges that unfortunately the validation process required Mr. Curne to re-submit documents on more than one occasion and Verizon Wireless sincerely apologizes for this inconvenience. In recognition of the inconvenience and as an act of good faith, I contacted Mr. Curne and attempted to communicate that we would like to offer one month free service. Mr. Curne declined the offer and Verizon considers this matter concluded and will expect regular payments from Mr. Curne per the terms of his Agreement with Verizon.

Verizon Wireless apologizes for any inconvenience this may have caused. Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file. Should Mr. Curne have any questions or concerns, I may be reached at 770-797-1453 between 09:30 AM – 6:30 PM ET, Monday – Friday; or Customer Service is available at 1-800-922-0204.

Sincerely,

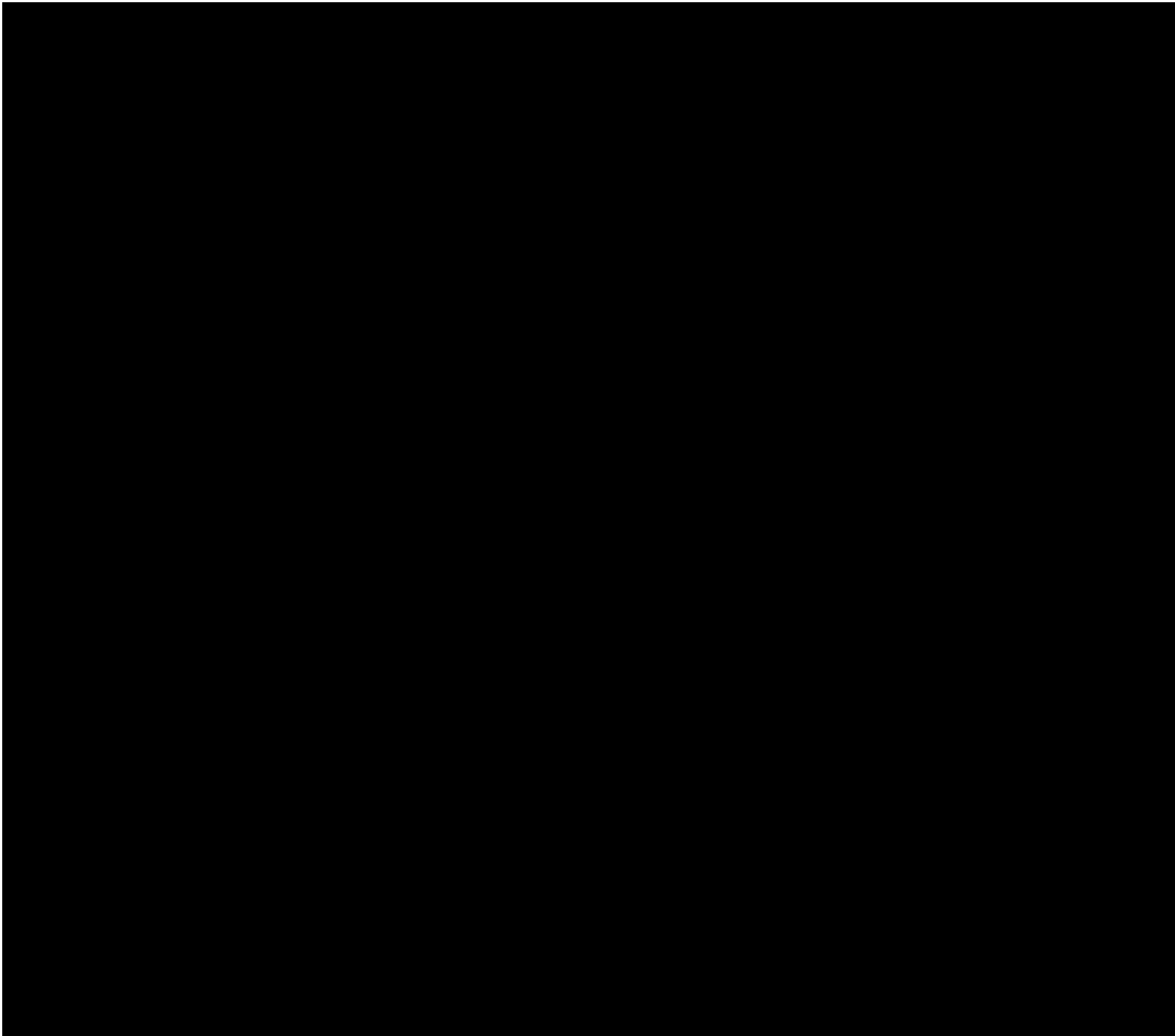
David G.

Verizon Wireless Executive Relations

Cc: Jarrell Curne



The Verizon Wireless Retail Major Account Agreement

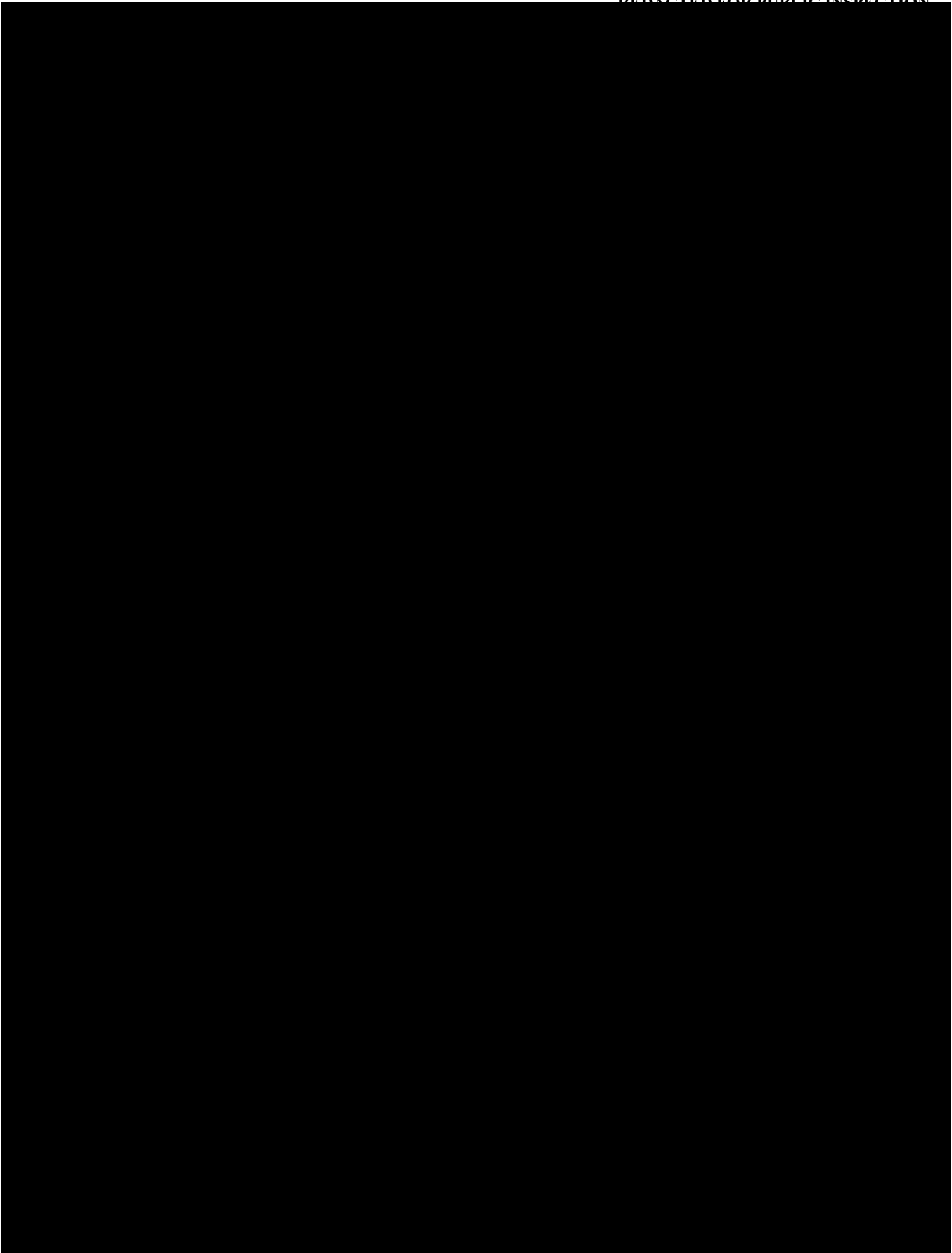


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By: \_\_\_\_\_ Date: 03/15/2018

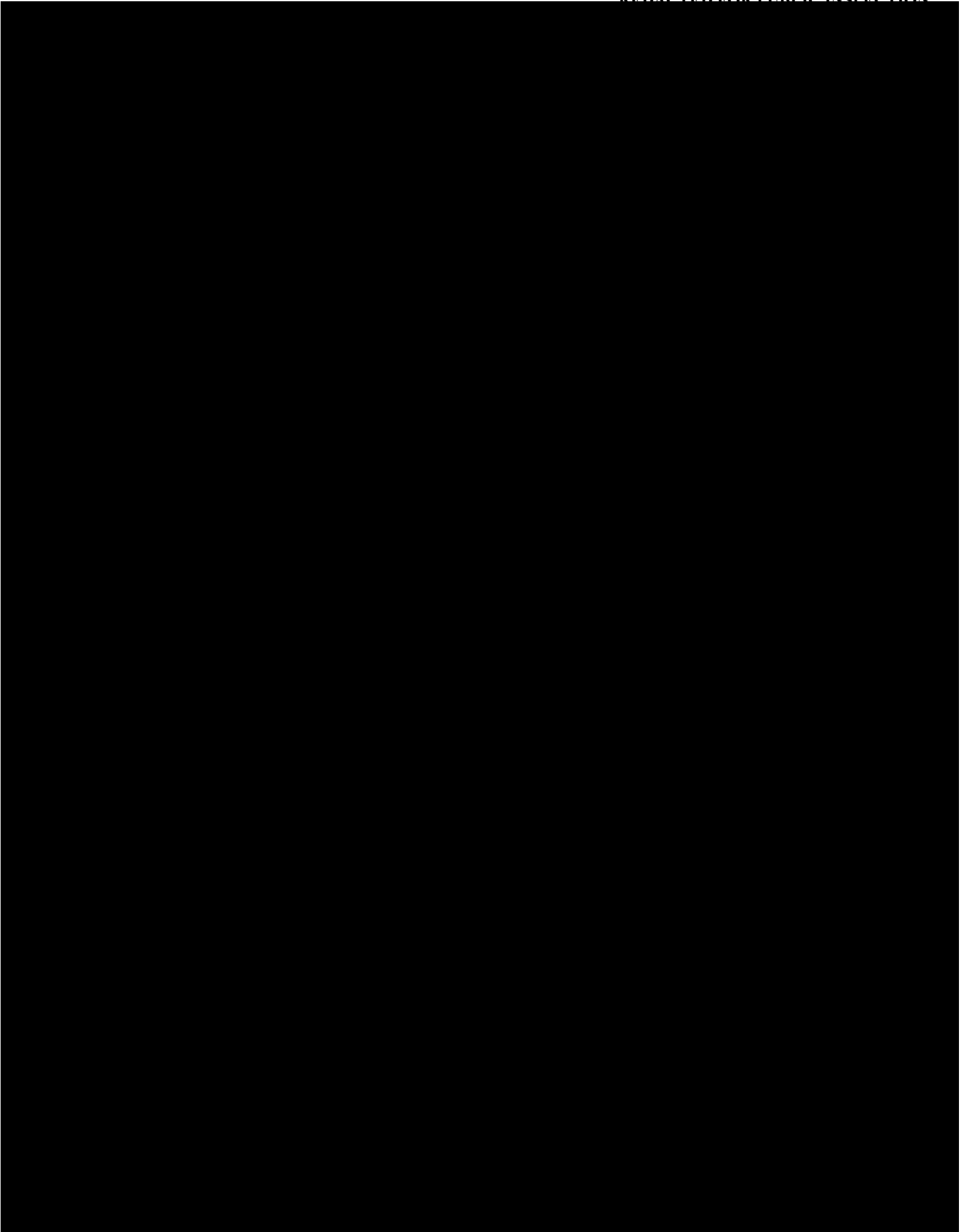
Name: Jarrell Curne Title: Administrator

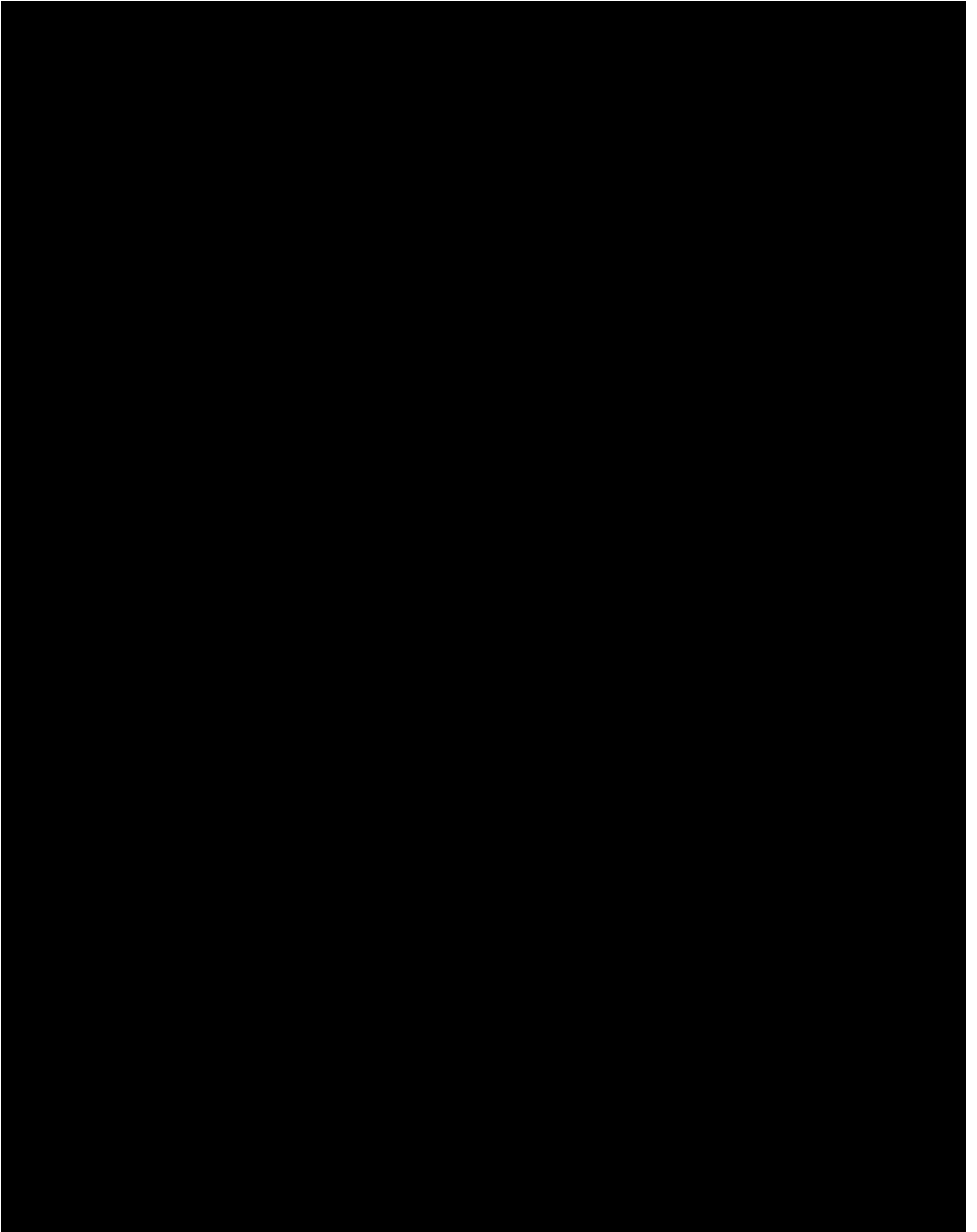


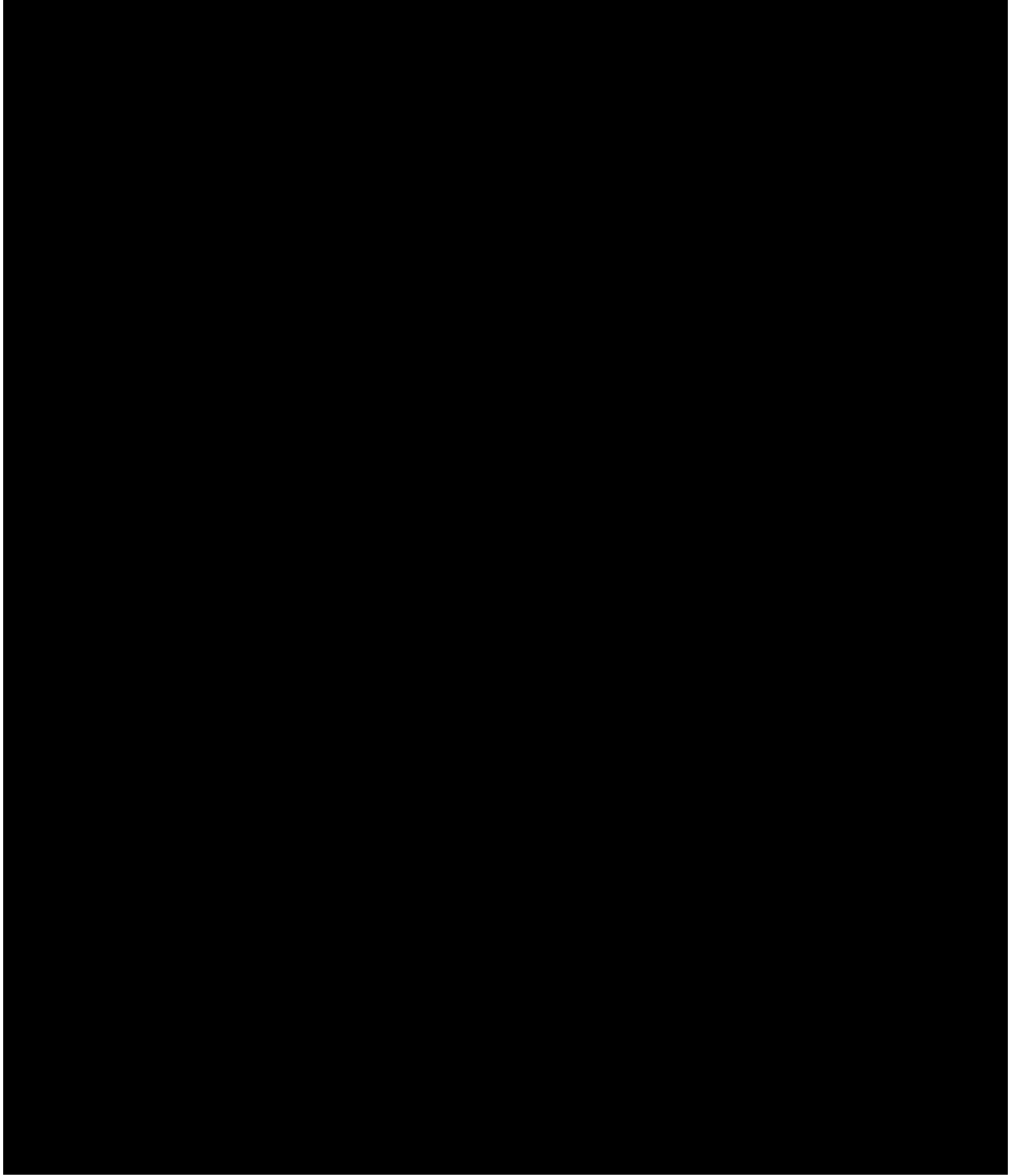




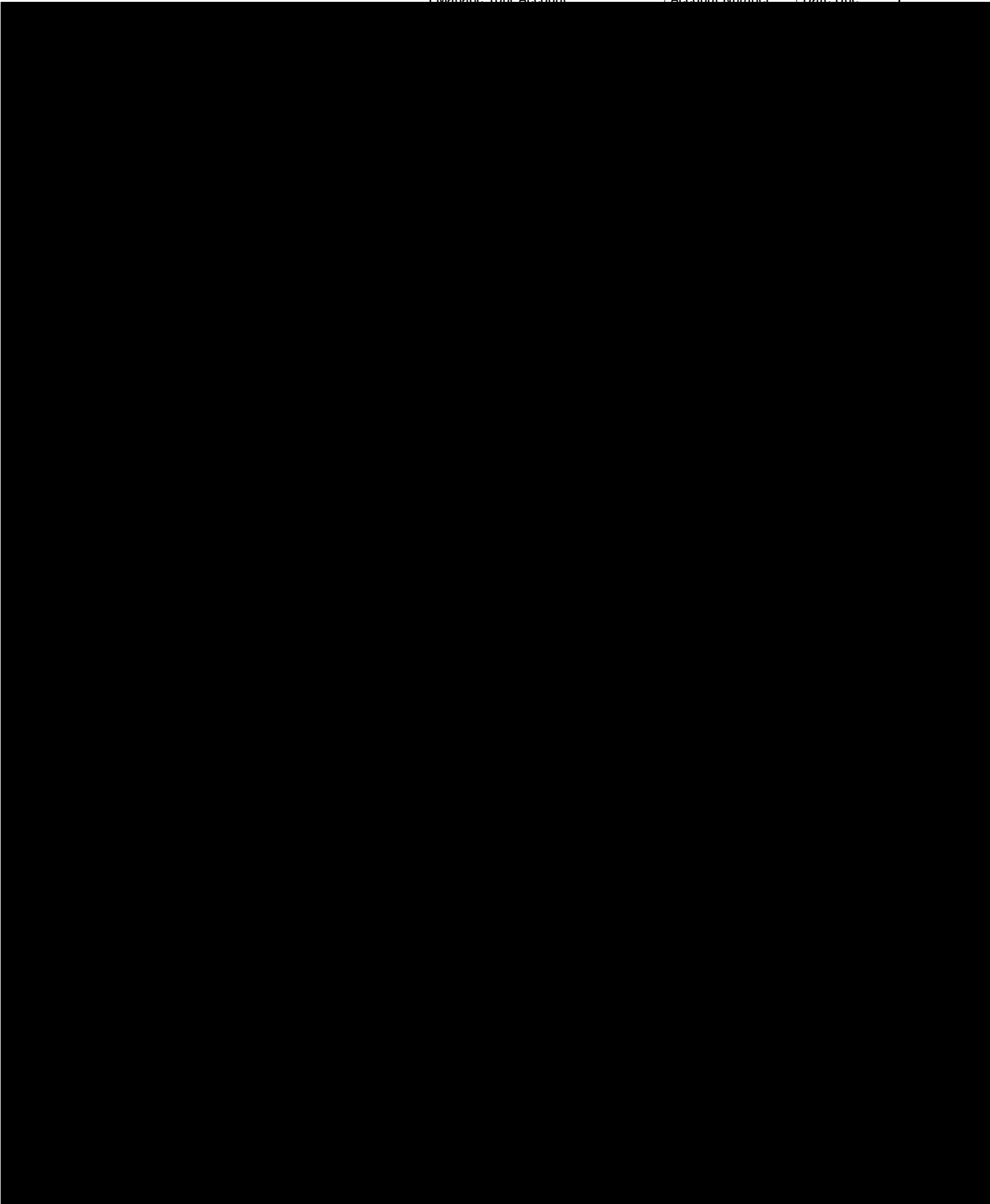


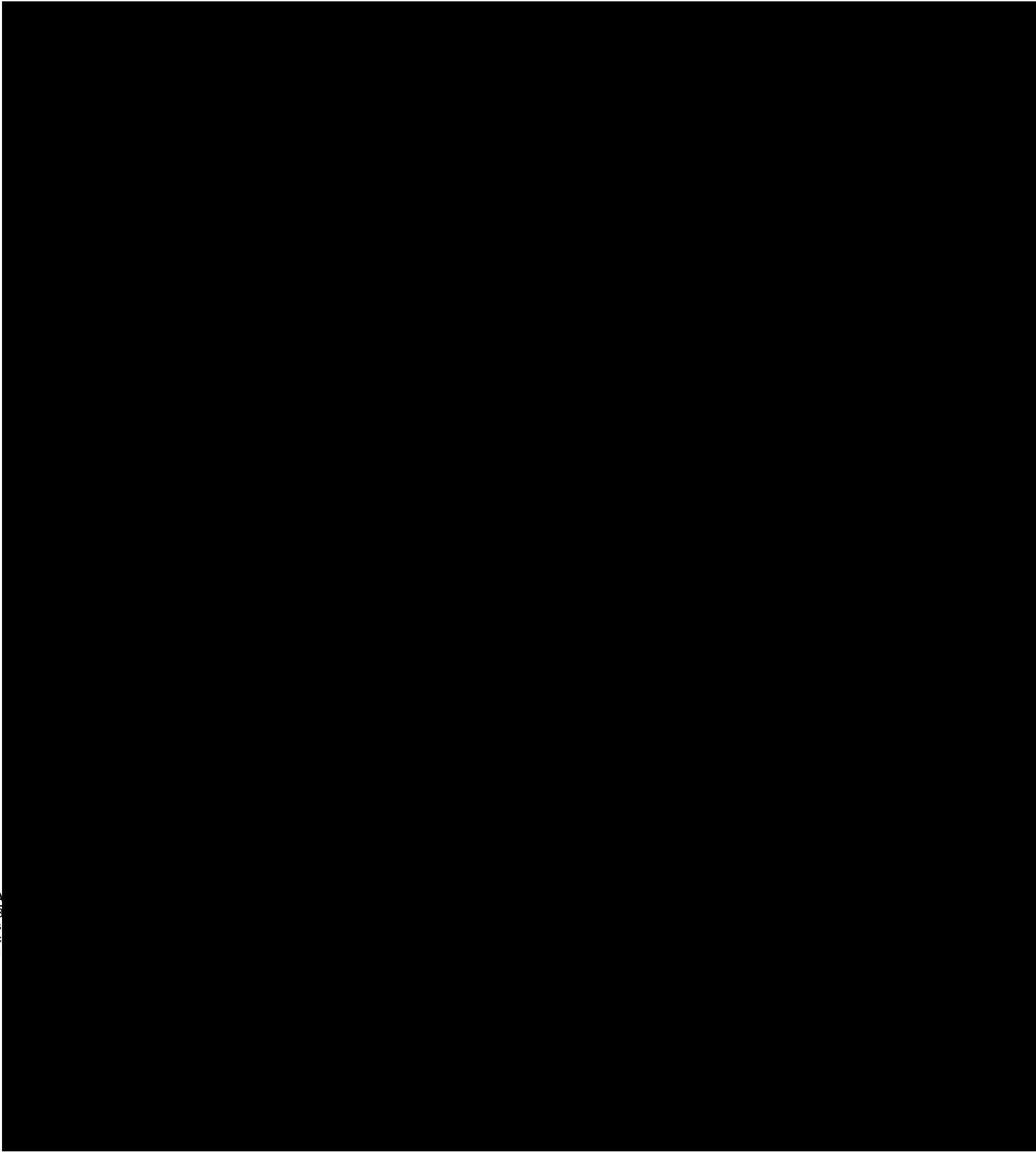






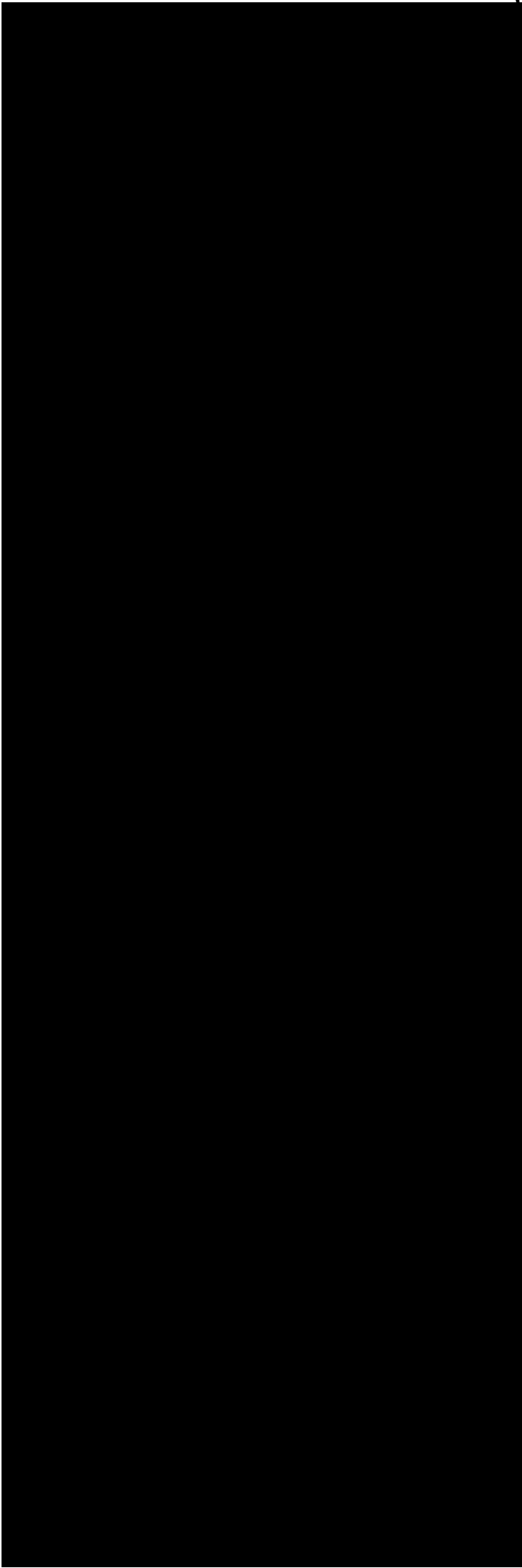
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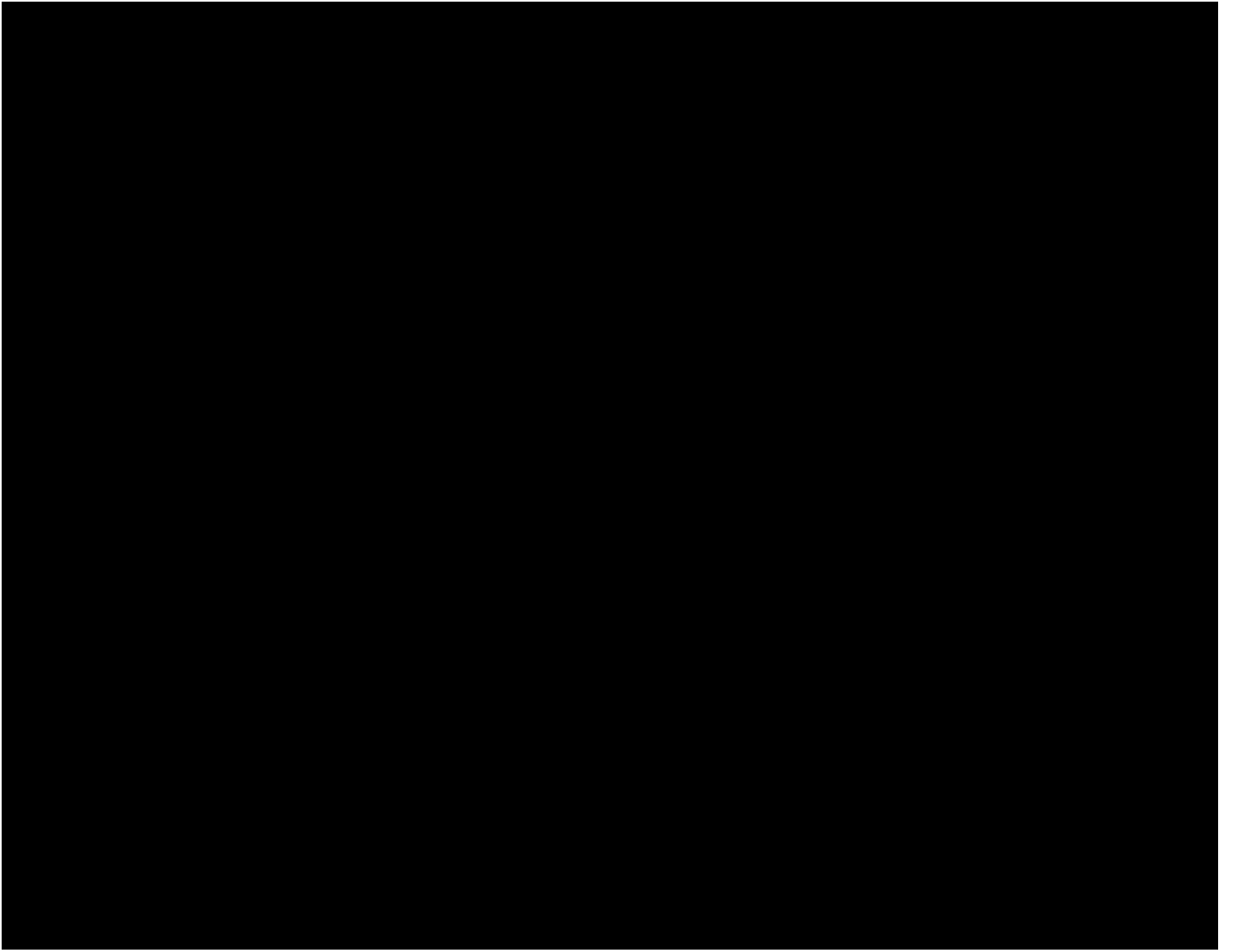




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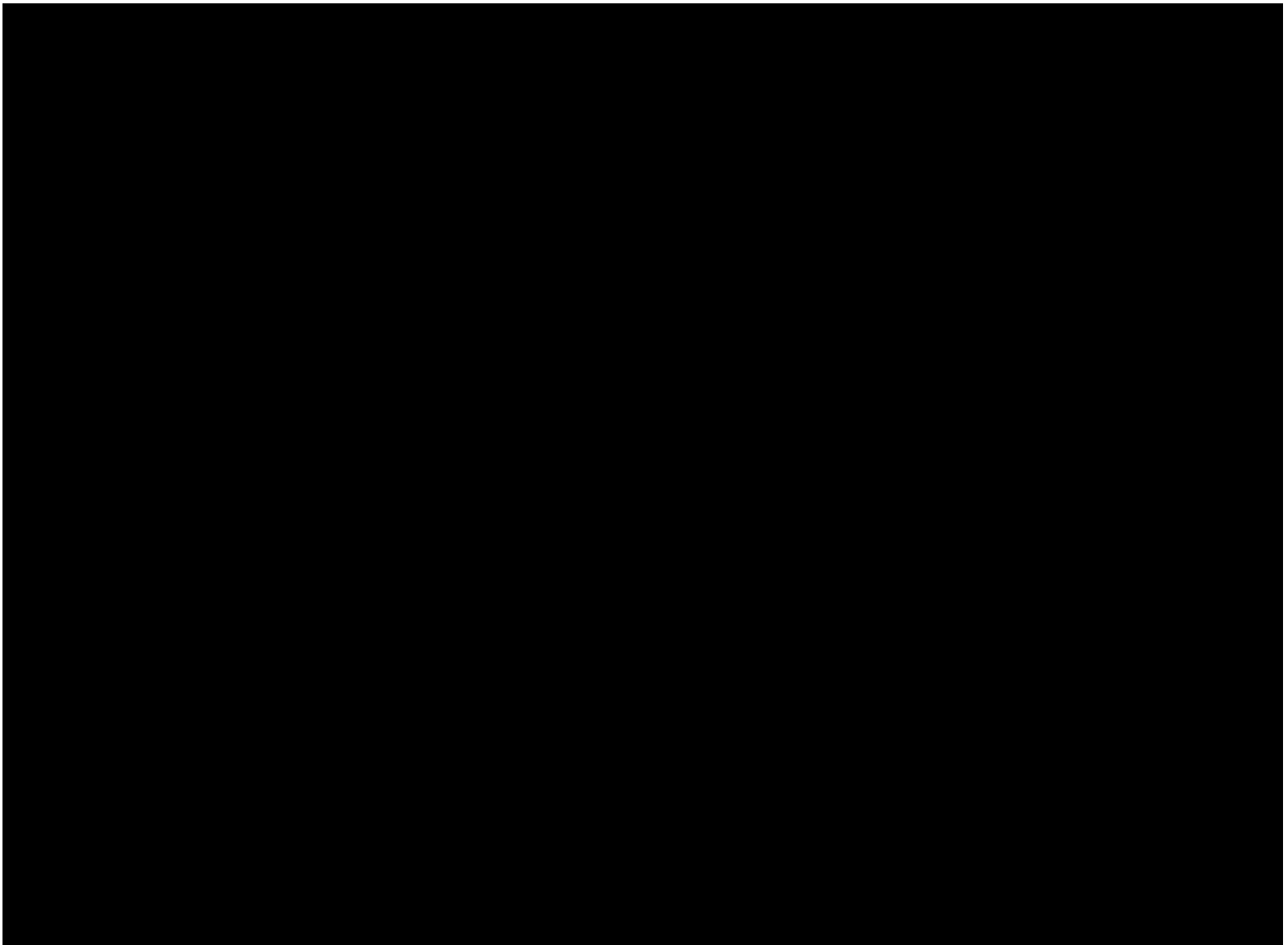


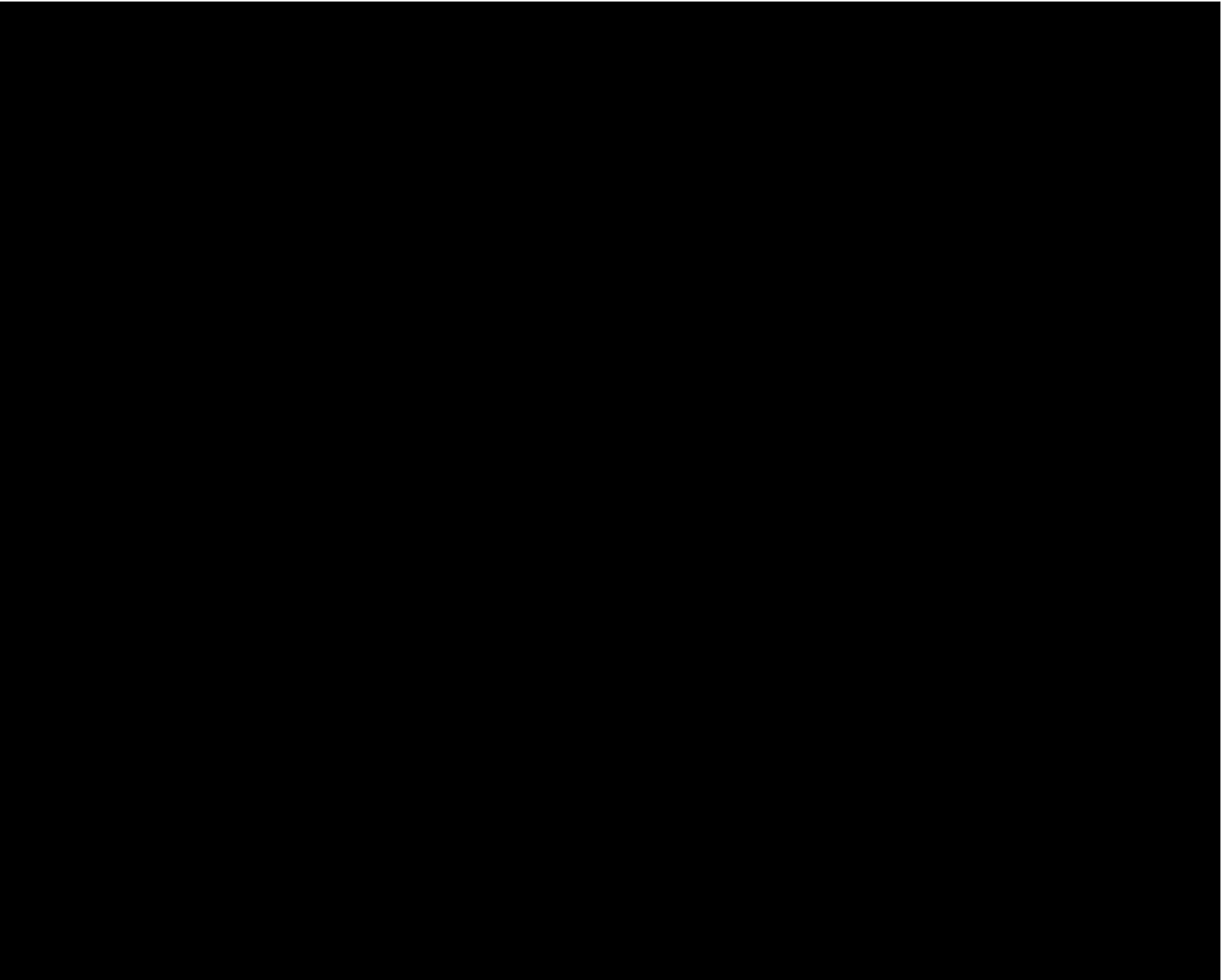


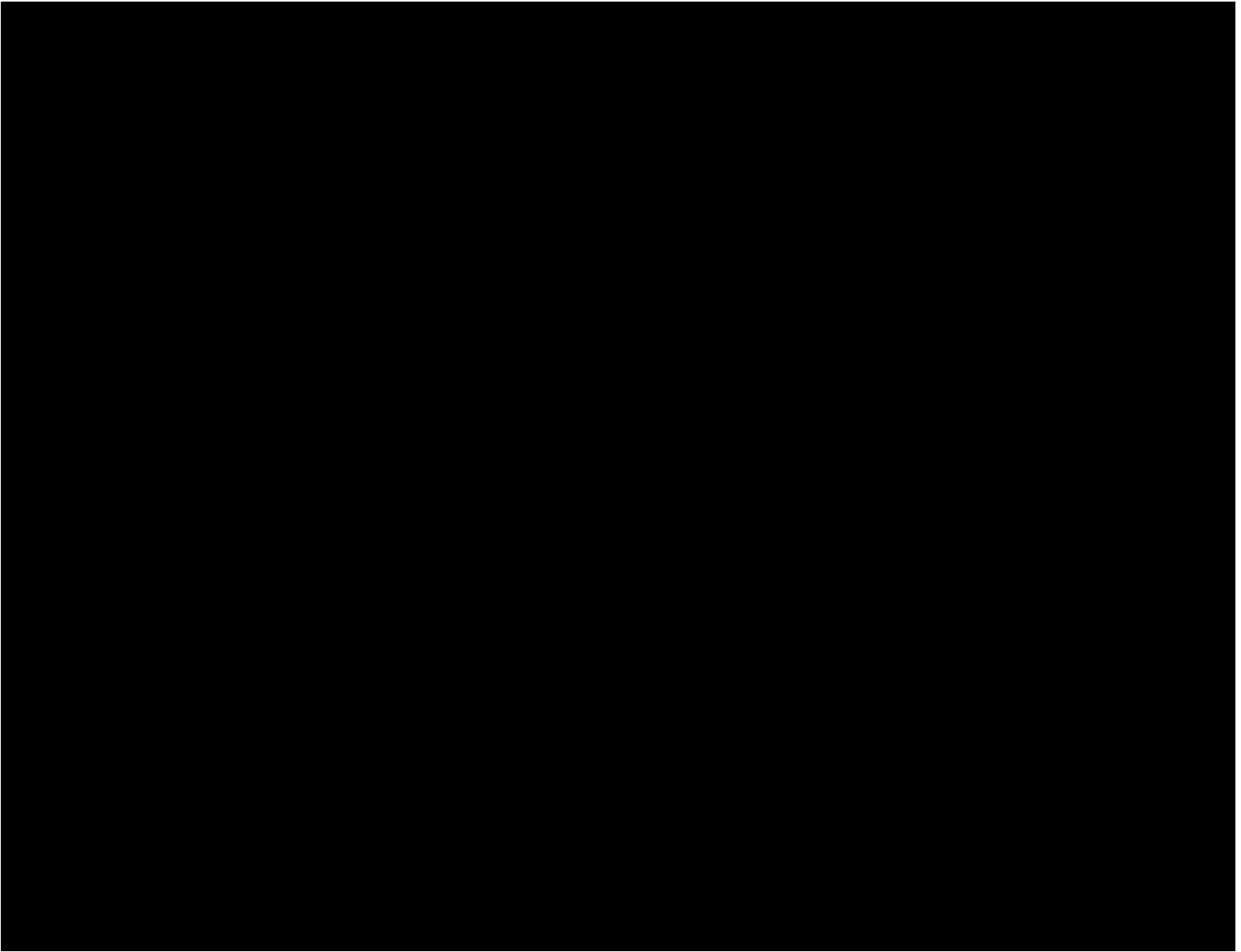


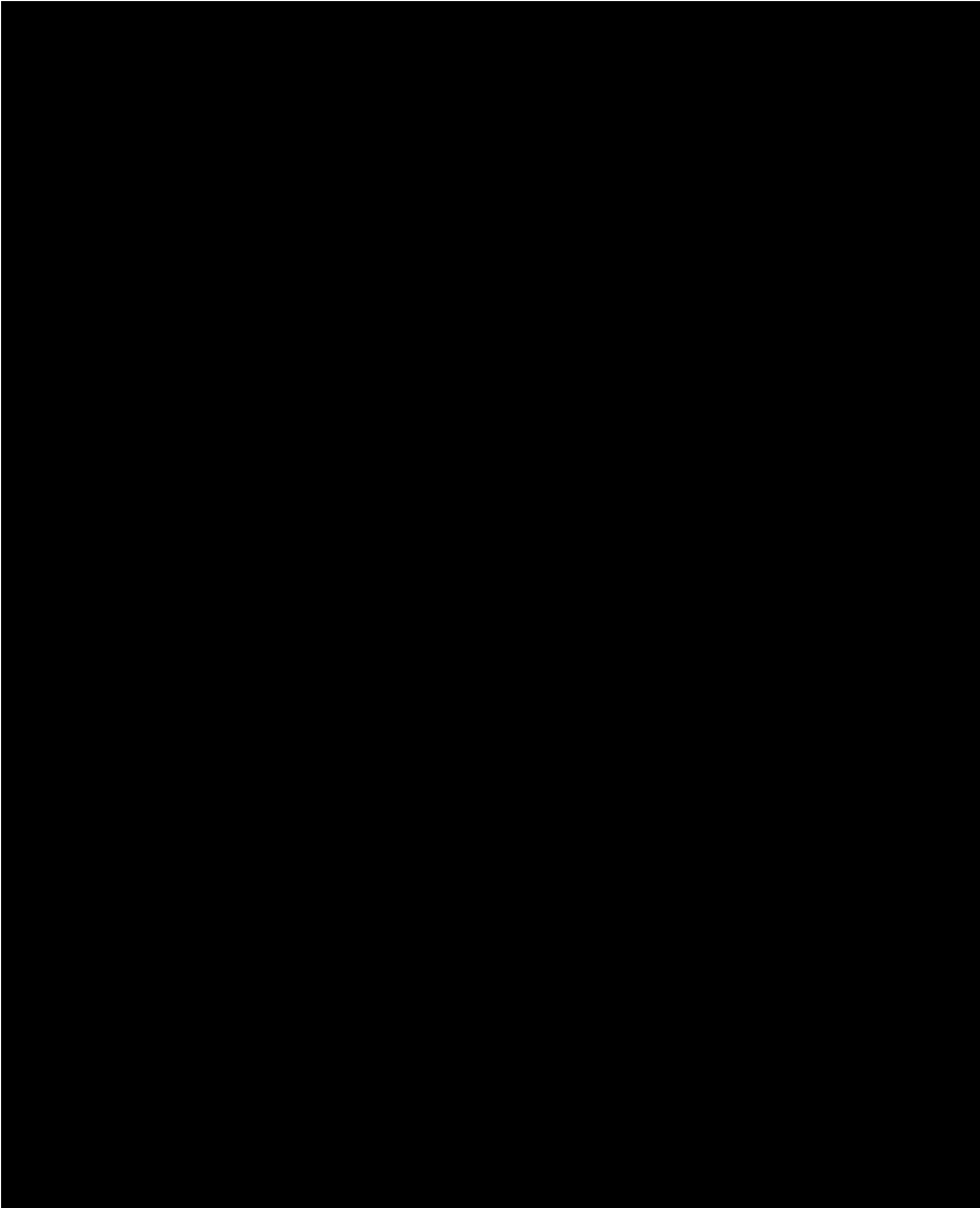












	)	
<b>Paperkidd Productions &amp; Publishing,</b>	)	
Jarrell D. Curne,	)	
	)	
Complainants,	)	
	)	Proceeding No. 18-140
v.	)	Bureau ID No. EB-18-MD-003
	)	
<b>Verizon Wireless,</b>	)	
	)	
Defendant.	)	
	)	

Pursuant to 47 C.F.R. § 1.724(f) and the Bureau’s June 21, 2018 Notice of Formal Complaint, Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) hereby submits this Information Designation in connection with its Answer to the Amended Complaint filed by Complainants Jarrell D. Curne and Paperkidd Productions & Publishing (“Paperkidd”) in the above-referenced docket.<sup>1</sup>

<sup>1</sup> In this Opposition, Verizon Wireless will use the same abbreviations and naming conventions as used in its July 18, 2018 Answer to the Amended Complaint.

**REDACTED FOR PUBLIC INSPECTION**

proceeding are Complainants' claims for non-compensatory monetary relief (including punitive damages and attorneys' fees) that Complainants are not entitled to and that the Bureau cannot award. *See* Legal Analysis at 6-10. Because there is nothing more the Bureau can or should do in response to Complainants' claims, no further information or discovery is necessary and the Amended Complaint should be dismissed.

Nevertheless, Verizon Wireless states that, in addition to any individuals with firsthand knowledge of any relevant facts who were identified in the Amended Complaint, the following person has first-hand knowledge of information referenced in the Answer, including the credits issued to Paperkidd's account:

David G.  
Verizon Wireless Executive Relations  
PO Box 105378  
Atlanta, GA 30348

In addition to any relevant materials cited in or attached to the Amended Complaint, Verizon Wireless referenced additional relevant documents in its Answer and/or attached those documents as Exhibits 1-8 to its Answer.

Verizon Wireless identified persons with potentially relevant information and relevant documents as follows: Following receipt of the Amended Complaint and a review of the allegations contained therein, counsel for Verizon Wireless identified and contacted the people within the relevant areas of the company potentially thought to have knowledge of the issues raised by and facts relevant to the Amended Complaint. In connection with that process, counsel requested and/or these individuals identified documents in their possession relevant to the facts alleged in the Amended Complaint.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Haga', with a stylized flourish at the end.

Christopher M. Miller  
Tamara Preiss  
1300 I Street, N.W.  
Washington, DC 20005

David Haga  
1320 N. Courthouse Road, 9<sup>th</sup> Floor  
Arlington, VA 22201  
(703) 558-9821

*Attorneys for Cellco Partnership  
d/b/a Verizon Wireless*

July 18, 2018



	)	
<b>Paperkidd Productions &amp; Publishing,</b>	)	
Jarrell D. Curne,	)	
	)	
Complainants,	)	
	)	Proceeding No. 18-140
v.	)	Bureau ID No. EB-18-MD-003
	)	
<b>Verizon Wireless,</b>	)	
	)	
Defendant.	)	
	)	

Pursuant to 47 C.F.R. § 1.724(h) and the Bureau’s June 21, 2018 Notice of Formal Complaint, Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) hereby certifies that it discussed in good faith the possibility of settlement with Complainants Jarrell D. Curne and Paperkidd Productions & Publishing prior to the filing of the Amended Complaint in the above-referenced docket.<sup>1</sup> Verizon Wireless engaged in settlement discussions both in writing and via phone following the filing of the initial Formal Complaint and prior to the filing of the Amended Complaint. Verizon Wireless sent at least two letters to Complainants regarding potential settlement (on May 14, 2018 and June 15, 2018). And, on May 22, 2018, the parties

**REDACTED FOR PUBLIC DISCLOSURE**

participated in a voluntary mediation session supervised by Bureau staff in an attempt to resolve this matter. Those efforts did not result in a settlement.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Haga', with a stylized flourish at the end.

Christopher M. Miller  
Tamara Preiss  
1300 I Street, N.W.  
Washington, DC 20005

David Haga  
1320 N. Courthouse Road, 9<sup>th</sup> Floor  
Arlington, VA 22201  
(703) 558-9821

*Attorneys for Cellco Partnership  
d/b/a Verizon Wireless*

July 18, 2018

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Enforcement Bureau  
Market Disputes Resolution Division  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554**

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**Paperkidd Productions & Publishing,**  
Jarrell D. Curne,

Complainants,

v.

**Verizon Wireless,**

Defendant.

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Proceeding No. 18-140  
Bureau ID No. EB-18-MD-003

**OPPOSITION OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS  
TO COMPLAINANTS' MOTION FOR REQUEST OF EVIDENCE**

In accordance with the schedule and procedures set forth in the Bureau's June 21, 2018 Notice of Formal Complaint, Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") hereby opposes the Motion for Request of Evidence submitted by Complainants Jarrell D. Curne and Paperkidd Productions & Publishing ("Paperkidd").<sup>1</sup> In their Motion, Complainants seek copies of any video footage that Verizon Wireless may have of two visits Mr. Curne made to a Verizon Wireless retail store in March 2018, as well as account notes for the Paperkidd account. This discovery is unnecessary and the Bureau should deny Complainants' Motion.

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<sup>1</sup> In this Opposition, Verizon Wireless will use the same abbreviations and naming conventions as used in its July 18, 2018 Answer to the Amended Complaint.

Discovery in formal complaint proceedings is governed by 47 C.F.R. § 1.729 and, if conducted at all, typically is limited to interrogatories. While the “Commission may allow additional discovery, including document production ...,” that is not required and is not the common practice. Indeed, the decision whether to permit any discovery beyond the interrogatories contemplated by 47 C.F.R. § 1.729 is a matter of the Commission’s “discretion,” to be exercised “in light of the needs of a particular case.” 47 C.F.R. § 1.729(h). Here, however, there is no need for any discovery at all – much less discovery of the requested video recordings or documents.

As outlined in Verizon Wireless’s Answer and supporting Legal Analysis, there is nothing more for the Bureau to do in this case. Complainants have asserted claims for alleged overcharges on Paperkidd’s bills. But, without admitting liability, Verizon Wireless has issued credits to Paperkidd’s account to cover all of those alleged overcharges. *See* Answer at 4-6. By doing so, Verizon Wireless has made reparations for all alleged overbilling and is relieved of any liability to the Complainants regarding those issues as a matter of law. *See* 47 U.S.C. § 208(a). Because those issues now are resolved, no further discovery related to them is necessary.

All that remains in this proceeding are claims for additional, non-compensatory damages (such as punitive damages and attorneys’ fees) that Complainants are not entitled to and the Bureau cannot award. *See* Legal Analysis at 6-10. Because the Bureau cannot award the requested relief regardless of whatever underlying facts discovery might yield, no such discovery is necessary.

Indeed, not only is any discovery at all unnecessary, but the specific discovery Complainants seek here will not aid in the resolution of the dispute. Complainants say they need any existing video footage of Mr. Curne’s visits to a Verizon Wireless retail store to “defend

claims against what maybe [*sic*] considered a threat.” Verizon Wireless understands this to be a reference to Mr. Curne’s conduct during a store visit that was referenced in ¶ 20 of the Amended Complaint. But Verizon Wireless’s Answer confirms that, while Verizon Wireless notified Mr. Curne that he was prohibited from returning to that store location, Verizon Wireless otherwise has not taken any account or billing actions or asserted any claim or defense in this proceeding based on that conduct. *See* Answer, ¶¶ 20, 23. Complainants do not need discovery to “defend [against] claims” that Verizon Wireless has not made.

Similarly, while Complainants say they need discovery of any account notes to “provide proof customer was not only inconvenienced but discriminated against,” such “proof” would not be relevant here. To the extent such information would be pertinent to claims that Verizon Wireless overcharged Paperkidd, Verizon Wireless already has issued credits covering all those overcharges. No discovery is need for those claims, for which Verizon Wireless is absolved of liability under 47 U.S.C. § 208(a). And, to the extent such information would be pertinent to claims that Complainants are entitled to the requested relief for punitive and/or consequential damages and attorneys’ fees, those claims must be dismissed because they are not sufficiently pleaded and the Bureau cannot award that relief in any event. *See* Legal Analysis at 6-10. Likewise, to the extent such information would be relevant to a claim of “discrimination” within the meaning of federal civil rights law (as opposed to 47 U.S.C. § 202), then those claims are outside the scope of the Bureau’s (or Commission’s) authority. In any of those cases, there is nothing left for the Bureau to address – rendering the requested discovery moot. Or, stated differently, whatever the requested materials might show would make no difference to the outcome of this proceeding.

Accordingly, Complainants’ Motion for Request of Evidence should be denied.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Haga'.

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(703) 558-9821

*Attorneys for Cellco Partnership  
d/b/a Verizon Wireless*

July 18, 2018

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<b>Paperkidd Productions &amp; Publishing,</b>	)	
Jarrell D. Curne,	)	
	)	
Complainants,	)	
	)	Proceeding No. 18-140
v.	)	Bureau ID No. EB-18-MD-003
	)	
<b>Verizon Wireless,</b>	)	
	)	
Defendant.	)	
	)	

Rosemary McEnery  
Michael Engel

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Enforcement Bureau  
Market Disputes Resolution Division  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554**

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**Paperkidd Productions & Publishing,**  
Jarrell D. Curne,

Complainants,

v.

**Verizon Wireless,**

Defendant.

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Proceeding No. 18-140  
Bureau ID No. EB-18-MD-003

**OBJECTIONS OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS  
TO COMPLAINANTS' FIRST REQUEST FOR INTERROGATORIES**

In accordance with 47 C.F.R. § 1.729 and the schedule and procedures set forth in the Bureau's June 21, 2018 Notice of Formal Complaint ("June 21 Notice"), Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") hereby submits its objections to the First Request for Interrogatories submitted by Complainants Jarrell D. Curne and Paperkidd Productions & Publishing ("Paperkidd").

**GENERAL OBJECTIONS**

1. Verizon Wireless objects to Complainants' First Request for Interrogatories on the grounds that the Request does not contain an explanation for each interrogatory of why the information sought is necessary to the resolution of the dispute, as required by 47 C.F.R. § 1.729(b).



2. Verizon Wireless objects to Complainants' First Request for Interrogatories on the grounds that the interrogatories do not seek information that is relevant to the material facts in dispute in this proceeding. *See* 47 C.F.R. § 1.729(a).
3. Verizon Wireless objects to Complainants' First Request for Interrogatories on the grounds that the interrogatories seek information that does not relate to any alleged violations of the Communications Act and, therefore, are outside the scope of the Bureau's authority to address and outside the scope of permissible discovery in this proceeding. *See* 47 C.F.R. § 1.729(a).
4. Verizon Wireless objects to Complainants' First Request for Interrogatories on the grounds that the Amended Complaint does not state a cause of action under the Communications Act and should be dismissed – thereby rendering any discovery moot. *See* 47 C.F.R. §§ 1.728(a), 1.729(a).
5. Verizon Wireless objects to Complainants' First Request for Interrogatories to the extent that the interrogatories have been rendered moot because of responsive information provided in Verizon's Answer and/or supporting Legal Analysis.
6. Verizon Wireless objects to Complainants' First Request for Interrogatories on the grounds that – at this point – no discovery in this proceeding is necessary. Without admitting liability, Verizon Wireless has made reparations for all alleged overbilling by providing credits to Paperkidd's account that (more than) cover any claimed overcharges. As a result, Verizon Wireless is relieved of liability to the Complainants as a matter of law. *See* 47 U.S.C. § 208(a). Because those issues are resolved, no further discovery on those issues is necessary. Likewise, because the only remaining claims in this proceeding concern requests for non-compensatory damages (such as punitive damages and attorneys' fees) that Complainants are not entitled to and

the Bureau cannot award, no discovery is necessary to resolve those remaining claims. *See* Legal Analysis at 6-10. The Bureau cannot award the requested relief regardless of whatever underlying facts this discovery might yield, so no such discovery should occur.

### **SPECIFIC OBJECTIONS**

#### **Interrogatory No. 1: Did Brian tell Complainants to return if they had more issues on 3/21/18?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that it is vague and ambiguous. The interrogatory does not identify who "Brian" is or what the referenced "issues" are. In any event, this interrogatory is objectionable because any information gleaned in response is not necessary to resolve the dispute. Whether the answer to this interrogatory is "yes" or "no" makes no difference to the outcome of this proceeding. Or, stated differently, the answer has no bearing on whether there was any violation of the Communications Act for which Complainants could recover the requested relief. Either this interrogatory seeks information that: (a) relates to issues for which Verizon Wireless already has made reparations and been relieved of liability under 47 U.S.C. § 208(a); (b) relates to claims for monetary relief that Complainants are not entitled to and the Bureau could not award; or (c) does not relate to any alleged violation of the Communications Act at all, thereby rendering it outside the scope of this proceeding. In any of those events, the requested information is not necessary to the resolution of this proceeding.

#### **Interrogatory No. 2: Did Ro, and Josh call the police on 3/23/18 when Complainants returned?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that it is vague and

ambiguous. The interrogatory does not identify who “Ro” or “Josh” are. In any event, this interrogatory is objectionable because any information gleaned in response is not necessary to resolve the dispute. Whether the answer to this interrogatory is “yes” or “no” makes no difference to the outcome of this proceeding. Or, stated differently, the answer has no bearing on whether there was any violation of the Communications Act for which Complainants could recover the requested relief. Among other things, the Communications Act does not address – and the Bureau does not have the authority to hear – matters pertaining to law enforcement or “call[ing] the police.” Because such matters are outside the scope of this proceeding, the requested information is not necessary to the resolution of this proceeding.

**Interrogatory No. 3: Did Kyle call the police on 3/26/18 after Complainants tried explaining the service was off?**

VERIZON WIRELESS’S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that it is vague and ambiguous. The interrogatory does not identify who “Kyle” is. In any event, this interrogatory is objectionable because any information gleaned in response is not necessary to resolve the dispute. Please see the objection to Interrogatory No. 2, above.

**Interrogatory No. 4: Did Complainants provide Jacob the fraud manager the same documents Brian seen [*sic*]?**

VERIZON WIRELESS’S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that it is vague and ambiguous. The interrogatory does not identify who “Brian” is or what the referenced “documents” are. In any event, this interrogatory is objectionable because any information gleaned in response is not necessary to resolve the dispute. Whether the answer to this Interrogatory is “yes” or “no” makes no difference to the outcome of this proceeding. Or, stated

differently, the answer has no bearing on whether there was any violation of the Communications Act for which Complainants could recover the requested relief. Either this interrogatory seeks information that: (a) relates to the issues for which Verizon Wireless already has made reparations and been relieved of liability under 47 U.S.C. § 208(a); (b) relates to claims for monetary relief that Complainants are not entitled to and that the Bureau could not award; or (c) does not relate to any alleged violation of the Communications Act at all, thereby rendering it outside the scope of this proceeding. In any of those events, the requested information is not necessary to the resolution of this proceeding.

**Interrogatory No. 5: Did Complainants originally have a 45 unlimited plan, but charged [sic] for 110 plan?**

VERIZON WIRELESS'S OBJECTION: Verizon Wireless incorporates its General Objections in response to this interrogatory, as if set forth herein. Verizon Wireless specifically objects to this interrogatory on the grounds that it seeks information related to an issue (alleged overcharges related to the difference in price between the [REDACTED] [REDACTED] for which Verizon Wireless already has made reparations and, therefore, been relieved of liability under 47 U.S.C. § 208(a). Because that issue has been resolved, the requested information is not necessary to the resolution of this proceeding.

**Interrogatory No. 6: Did Complainants get charged for extra phone lines, or did you overcharge at any time on their phone bill?**

VERIZON WIRELESS'S OBJECTION: Verizon Wireless incorporates its General Objections in response to this interrogatory, as if set forth herein. Verizon Wireless specifically objects to this interrogatory on the grounds that it seeks information related to alleged overcharges (including alleged overbilling related to the [REDACTED] on the Paperkidd account) for which Verizon Wireless already has made reparations and, therefore, been relieved of liability under 47

U.S.C. § 208(a). Because Verizon Wireless addressed in its Answer all known issues related to alleged overcharges, those issues now have been resolved. The information regarding those issues requested by this interrogatory therefore is not necessary to the resolution of this proceeding.

**Interrogatory No. 7: Are the overcharges still currently on the bill as of 6/15/2018?**

VERIZON WIRELESS'S OBJECTION: Verizon Wireless incorporates its General Objections in response to this interrogatory, as if set forth herein. Please see the objection to Interrogatory No. 6, above.

**Interrogatory No. 8: Did you disconnect Complainants [*sic*] line again after Formal Complaint was filed?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that it seeks information regarding events that post-date the initial Formal Complaint and do not appear to be included within the allegations contained in the Amended Complaint. As such, the requested information appears to be outside the scope of this proceeding. Even if that were not the case, whether the answer to this interrogatory is “yes” or “no” makes no difference to the outcome of this proceeding. Or, stated differently, the answer has no bearing on whether there was any violation of the Communications Act for which Complainants could recover the requested relief. Either this interrogatory seeks information that: (a) relates to issues for which Verizon Wireless already has made reparations and been relieved of liability under 47 U.S.C. § 208(a); (b) relates to claims for monetary relief that Complainants are not entitled to and the Bureau could not award; or (c) does not relate to any alleged violation of the Communications Act at all. In any of those events, the requested information is not necessary to the resolution of this proceeding.

**Interrogatory No. 9: Do you call the police on white customers after you turn their phone off when you have unlawfully withheld their money and illegally denied them a refund, like you have the Complainants?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that it is vague and ambiguous. It is unclear what the interrogatory's reference to "unlawfully withheld their money" means, as no payments have been made on Paperkidd's account and Verizon Wireless is not holding – much less "withholding" – any of Complainants' money. Verizon Wireless also specifically objects to this interrogatory on the grounds that it seeks information related to an issue (alleged overcharges or denial of a refund) for which Verizon Wireless already has made reparations and, therefore, been relieved of liability under 47 U.S.C. § 208(a). Because that issue has been resolved, the requested information is not necessary to the resolution of this proceeding. Moreover, the Communications Act does not address – and the Bureau does not have the authority to hear – matters pertaining to law enforcement or "call[ing] the police." Because such matters are outside the scope of this proceeding, the requested information is not necessary to the resolution of this proceeding. Please see the objection to Interrogatory No. 2, above.

**Interrogatory No. 10: Was [sic] Complainants billed on 3/14/2018 \$307.04 unlawfully even though phones were not purchased until 3/15/2018 weather [sic] charges were removed or not?**

VERIZON WIRELESS'S OBJECTION: Verizon Wireless incorporates its General Objections in response to this interrogatory, as if set forth herein. Verizon Wireless specifically objects to this interrogatory to the extent it seeks information related to an issue (alleged overcharges) for which Verizon Wireless already has made reparations and, therefore, been relieved of liability under 47 U.S.C. § 208(a). Because that issue has been resolved, any related requested information is not necessary to the resolution of this proceeding. Verizon Wireless also



specifically objects to this interrogatory to the extent it seeks information that has been provided in Verizon Wireless's Answer.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Haga', with a stylized flourish at the end.

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July 18, 2018



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<b>Paperkidd Productions &amp; Publishing,</b>	)	
Jarrell D. Curne,	)	
	)	
Complainants,	)	
	)	Proceeding No. 18-140
v.	)	Bureau ID No. EB-18-MD-003
	)	
<b>Verizon Wireless,</b>	)	
	)	
Defendant.	)	
	)	

For the reasons set forth below, Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) hereby requests that the Bureau afford confidential treatment to the portions of its Answer and supporting materials submitted in this proceeding under seal and/or designated as “CONFIDENTIAL – NOT FOR PUBLIC DISCLOSURE.”

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**REDACTED FOR PUBLIC DISCLOSURE**

Wireless does not know whether such disclosure may have been inadvertent. Accordingly, out of an abundance of caution and regard for its customer's privacy, Verizon Wireless has designated certain portions of its Answer and supporting materials as "Confidential" and asks that the Bureau treat them accordingly, pending any contrary direction from Complainants or the Bureau.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "D. Haga", with a stylized flourish at the end.

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*Attorneys for Cellco Partnership  
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July 18, 2018

## **CERTIFICATE OF SERVICE**

I hereby certify that on this 18th day of July, 2018 the foregoing was served on the following people in the manner indicated below:

**Via Hand Delivery and ECFS\***

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Federal Communications Commission  
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**Via Email and Hand Delivery**

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\*Redacted version only filed on ECFS.

/s/ David Haga  
David Haga